VOL. XXXVIII., No. 40.

The Solicitors' Journal and Reporter.

LONDON, AUGUST 4, 1894.

Contents.

Cases Reported this Week.

CURRENT TOPICS.

ON WEDNESDAY last a meeting of the Rule Committee took place, at which it is understood the draft rules, as published in the *London Gazette*, together with other matters, were under consideration.

A TRANSFER of 75 actions to Mr. Justice ROMER for the purpose only of trial or hearing is in course of preparation. Of these actions, 20 are taken from the list of Mr. Justice CHITTY; 25 from that of Mr. Justice NORTH; 5 from that of Mr. Justice STIRLING; and 25 from that of Mr. Justice KEKEWICH. The lists from which these actions will be selected are exhibited in Room 136 in the Royal Courts of Justice. The transfer will not be made until after the 7th inst., up to which date any objections with reference to particular cases will be entertained.

IN THESE last days of the sittings, when the time of judges is so valuable, it is unfortunate when a case of minor importance, and involving very little property value, is fought out with the persistence suitable to a case of vast importance. As an instance of the inconvenience caused by such cases may be noted the further consideration of an action which came before one of the Chancery judges on Tuesday last. The action had been practically dormant for about fourteen years, and when at length it came to hearing, the chief clerk's certificate having been obtained, the principal contention, lasting nearly the whole of the day, was whether a sum of £14 should be disallowed or not!

WE GIVE elsewhere the result of the recent election of members of the Council of the Incorporated Law Society, to which unusual interest has been lent by the recent discussion. The result is that, as regards London vacancies, Messrs. BEALE, ATLEE, and LEMAN, all of whom were nominated by members of the council, have been elected to fill the vacancies; but it is right to say that Mr. E. K. BLYTH ran Mr. LEMAN very close—polling 1,996 votes to Mr. LEMAN'S 2,090—and it may be anticipated that Mr. BLYTH'S election is only postponed. The feature of the statement which we publish is that the two country candidates—Mr. HEELIS, of Manchester, and Mr. WIGHTMAN, of Sheffield—are placed by triumphant majorities at the head of the poll—another illustration of the energy with which country members of the society exercise their rights and rally to the support of good candidates, affording a sad contrast to the practice of our *laissez-faire* Londoners.

It has fallen to the lot of Mr. Justice Vaughan Williams, not only to settle, but to make a great deal of the law relating to schemes of arrangement under the Joint-Stock Companies Arrangement Act, 1870. The fact that his decisions have not been much appealed from shew that on the whole they have been regarded as sound; but it is doubtful whether the rule laid down by him on Wednesday last will be acquiesced in. The learned judge laid it down that in future any scheme under the Joint-Stock Companies Arrangement Act "must provide that the new company should undertake to obey the order of the court as to any proceedings which the court might think it right to have taken against officers of the old company. His lordship's experience in *Re New Zealand Loan and Mercantile Agency Co.* had satisfied him that, unless the scheme contained some positive provisions, not only that proceedings might be taken, but also that a portion of the assets transferred to the new company might be applied in payment of the costs of such proceedings, if there were any delinquent directors of the old company, they might escape altogether. In future he would not sanction any scheme which did not contain such clauses. These remarks, of course, would not apply when a company was perfectly solvent, and what was being done was a mere operation of selling to a new company."

Although Hinde Palmer's Act, 1869 (32 & 33 Vict. c. 46), puts specialty and simple contract creditors on an equal footing for the purposes of distribution, the equal footing is sadly interfered with by the rule that an executor can only retain his debt against creditors of equal or lower degree to himself. Suppose the assets were £12,000, the specialty debts £5,000, and the simple contract debts £10,000, of which £6,000 was due to the executor, and £4,000 to other creditors. These assets of £12,000 would be divided in the proportion of 5,000 to 10,000 —*i.e.*, into sums of £4,000 and £8,000. The former would go to the specialty creditors, who would thus get 16s. in the pound, while the latter would go, less the executor's £6,000, to the £4,000 simple contract creditors, who would only get £2,000, or 10s. in the pound. This is practically a simple illustration of *Re Jones* (34 W. R. 249, 31 Ch. D. 440). Suppose now, however, £2,000, part of the specialty debts of £5,000, is due to the executor as one of the specialty creditors. At first sight one might say, let him retain it out of the £4,000 specially apportioned, leaving £2,000, or 13s. 4d. in the pound, for the other £3,000 specialty creditors. The simple contract creditors would then get their 10s. as before. But this trap into which unwary practitionors might fall has been laid bare by Chitty, J., in *Re Briggs*, reported elsewhere. The executor has a right to retain his £2,000 specialty not only as against specialty creditors, but against them and creditors of lower degree, and it would, therefore, be unfair for him to retain it solely out of the specialty apportionment. As he can retain against both sets of creditors, let him take it out of the aggregate assets, leaving £10,000 for distribution. Then we get back to *Re Jones* and divide this sum between the remaining specialty debt of £3,000 and the simple contract debt of £10,000, the apportionments being approximately £2,308 and £7,692. The former goes to the £3,000 specialty creditors, giving them about 15s. 4d. in the pound, and the latter, less the executor's £6,000, to the £4,000 simple contract creditors, giving them £1,692, or about 8s. 6d. in the pound.

At one time the appointment of a woman as trustee aroused serious misgivings in the minds of equity judges. If she was married, she was subject to the influence of her husband; and if she was unmarried, she might at any time change her state and fall under such influence. In *Brook* v. *Brook* (1 Beav. 531) Lord Langdale, M.R., declined on this ground to sanction the appointment of an unmarried lady. It was not, he said, the usual practice, and it might lead to inconvenience in case of her marriage, when her husband would have the power of interfering with the trust. The point arose again in *Re Campbell's Trust* (31 Beav. 176), and the report states that the lady proposed to be appointed was, in all respects save the fact of her being a *feme sole*, unexceptionable. The Master of the Rolls, then Sir John Romilly, notwithstanding this testimonial to her character, hesitated. He doubted whether the court ever appointed a *feme sole* to be a trustee. However, he consulted the other judges, and they seem to have approved of a new departure in the matter. The lady was appointed. A similar order, as is pointed out in Lewin on Trusts (9th ed., p. 35), was made by the Lords Justices in *Re Berkley* (L. R. 9 Ch. 720), but the editors of that work repeat the old doubt as to the undesirability of the appointment. In practice, it is believed, no hesitation is now felt in the matter, and orders for the appointment of unmarried ladies as trustees are obtained without difficulty. It appears, however, from the judgment of North, J., in *Re Peake's Settled Estates* (*ante*, p. 648), that a woman in this position is not always treated as worthy of the same confidence as a man. In that case a petition had been presented under the Settled Estates Act, 1877, and the Settled Land Acts, 1882 to 1890, by trustees of a will, one an unmarried lady and one a widow, asking that they might be authorized to sell the whole or any part of a specified estate of the testator, and with the approval of the court to lay out part of the estate for building. North, J., demurred to giving such trustees authority to sell, and the petition stood over with liberty to amend, that a new trustee might be appointed (42 W. R. 125). Subsequently, however, evidence was given that the unmarried trustee had exceptional business qualifications, and North, J., made the order asked for, though making the authority to sell subject to the approval of the court. It appears, therefore, that though the court will now appoint female trustees, it may require further evidence of their fitness to exercise the functions of the office in any particular case, and this, of course, is a source of expense and trouble in the management of the trust. But for this case it might reasonably have been supposed that a lady, when once duly appointed trustee, was to be treated in all respects as properly qualified for the office.

If the decision of Stirling, J., in *J.* v. *S.* (42 W. R. 617) had been the other way, the position of a business man who is saddled with a partner of unsound mind would be intolerable. His remedy by action for dissolution is somewhat slow, and in the meantime, unless an *interim* injunction can be obtained, the partner of unsound mind may cut all sorts of capers in the partnership offices and affairs, to the grievous injury of the business. In *Anon.* (2 K. & J. 441) Wood, V.C., held that the circumstances that the conduct and state of mind of the partner in question were such as at once to destroy the confidence of the other partners and to induce customers to withdraw their custom from the firm, and that the malady under which he laboured might lead him to attempt the life of one of his partners, did not furnish sufficient ground for granting an *interim* injunction; the evidence not shewing that, at the time of the motion for the *interim* injunction, the partner was "incompetent to conduct the business of the partnership according to the partnership articles." The learned judge was of opinion (p. 456) that "the more prudent course in every respect, and one which was more likely to lead to a just solution of the matter when it came to a hearing, was to reinstate Mr. Z. in his position of a partner—to enable him to resume his duties, and then, if disastrous results should ensue, those results would be tested, and the court would have them before it as additional facts in determining what decree it might be proper to make at the final hearing of the cause." He, however, suggested (p. 457) for the consolation of the other partners that "it would be a question whether a partner would be obliged to sit in the same room, at the same table, with one who had attempted his life. But even in such a case," he said, "the course to be adopted would be the same." With great respect, these remarks do not seem to be flavoured with much common sense, and it is fortunate that Mr. Justice Stirling has considered himself at liberty to consider the question whether the court will interfere to restrain a defendant partner who is of unsound mind from acting in such a way as to injure the partnership business. In the recent case the action for dissolution came on for hearing about the beginning of May last, when Stirling, J., was satisfied on the evidence then before him that the defendant was of unsound mind, but being

of opinion that he was not permanently insane, and that there was some hope of his recovery, directed the action to stand over until after the Long Vacation. In the meantime it appeared that the defendant (who was under medical care and also under a certain amount of restraint) had attempted to assert his right as a partner by drawing cheques upon the partnership banking account, and by going to the office of the firm and claiming to take part in the carrying on of the business in a manner which was injurious to the firm. The plaintiff, on the 29th of May, applied for an *interim* injunction to restrain the defendant from dealing with the partnership assets, and from issuing bills or notes, or drawing cheques in the name of the firm, or from coming to or remaining on the business premises, or from in any way interfering with the partnership business. The defendant's medical attendant, on the 28th of May, had, in answer to the plaintiff's inquiries, stated that the defendant was not in a fit state to be at large, and the *interim* injunction was granted, and subsequently continued until judgment in the action or further order.

It appears from the decision of Stirling, J., in *Hamilton* v. *Vaughan-Sherrin Electrical Engineering Co.* (*Limited*) (reported elsewhere) that an infant who has contracted to take shares in a company may, on repudiating the contract, recover from the company money which he has paid in respect of the shares. The decision is based upon the distinction between total and partial failure of consideration established by the cases of *Holmes* v. *Blogg* (8 Taunt. 508) and *Corpe* v. *Overton* (10 Bing. 252). Perhaps, however, it is not correct to speak of the distinction as being established by *Holmes* v. *Blogg*, inasmuch as in that case it seems to have been thought that, even where there was no consideration, the infant could not recover. "We think," said Gibbs, C.J., in delivering the judgment of the Court of Common Pleas, "that this action cannot be maintained, upon the ground that the infant, having paid the money with his own hand, cannot recover it back again"; and reference was made to an opinion of Lord Mansfield that "if an infant pays money with his own hand without a valuable consideration, he cannot get it back again." But, in fact, in that case the money had been paid for a lease, of which the infant for a time had had the benefit, and hence there was not a total failure of consideration. This was recognized in the earlier part of the judgment, where the point in the case was stated to be whether an infant who had paid money on a valuable consideration, and had partially enjoyed the consideration, could recover it. In *Corpe* v. *Overton* the confusion which is apparent in *Holmes* v. *Blogg* was cleared up, and the distinction which the case suggested was established as sound. In *Corpe* v. *Overton* there was a total failure of consideration, and notwithstanding the *dictum* attributed to Lord Mansfield this was made a ground for distinguishing between the two cases. The infant can recover when there has been a total failure of the consideration upon which he paid the money. Where there is no such failure apparently he cannot recover. In the present case before Stirling, J., the infant who had contracted to take shares had for some time had the shares registered in her name, but no dividends had been paid and the company had gone into liquidation. It was held that she had received no such advantage as to prevent a total failure of consideration, and hence she was entitled to recover the amount of the calls paid by her on the shares.

It appears from the case of *Reid* v. *Wilson* (which we report elsewhere) to be easier to shew that an offence has been committed under the statute 21 Geo. 3, c. 49, than to discover any offenders who are liable to be punished. The statute is aimed at the opening of places of public entertainment or of debate on Sunday, and it enacts that any house or room so opened or used, and to which persons are admitted for payment, shall be deemed a disorderly house. The keeper of the house or room is to forfeit £200 for each day the offence occurs to such person as shall sue for the same, and the person managing or conducting the entertainment, or acting as master of the ceremonies, or as president of a meeting for public debate is to forfeit £100. In the present case lectures had been given of a sufficiently entertaining character for the jury to find that the statute had been violated, but the defendants, one of whom had acted as agent for the letting of the room for the lectures, and two who had presided at them, denied that they came within the description of the persons liable to the penalties. The judgment delivered by Mathew, J., shews that their contention was correct. The agent was liable, if at all, as keeper of the room; but this implies a control over the premises which an agent never has. The others, since there was no public debate, could only be liable as masters of the ceremonies or managers. But a lecture does not call for a master of the ceremonies, and the chairman, whatever may be his control over the audience, does not seem to be the manager of the entertainment.

COVENANTS IN RESTRAINT OF TRADE.

The decision of the House of Lords in *Nordenfelt* v. *The Maxim-Nordenfelt Guns Co.* overrules the numerous cases which have decided that a covenant in restraint of trade unlimited in point of space is necessarily void, and adopts the principle of a competing line of cases that the true test in each case is whether the covenant is reasonably necessary for the protection of the covenantee and is not injurious to the public interest. For practical purposes the law on the point may be said to start with the leading case of *Mitchell* v. *Reynolds* (1 Smith's L. C., 9th ed., p. 430). The conclusion of the celebrated judgment of Lord Macclesfield, then Parker, C.J., in that case is as follows:—"In all restraints of trade, where nothing more appears, the law presumes them bad; but if the circumstances are set forth, that presumption is excluded, and the court is to judge of those circumstances and determine accordingly; and if upon them it appears to be a just and honest contract, it ought to be maintained." From this it would appear that every covenant ought to be judged on its merits, and that on any covenant it is possible to rebut the *primâ facie* presumption which the law raises against it. But in the course of his judgment Lord Macclesfield had said, in dealing with the objections to covenants in restraint of trade upon which the general presumption against them is founded: "In a great many instances they can be of no use to the obligee; which holds in all cases of general restraint throughout England; for what does it signify to a tradesman in London what another does at Newcastle? And surely it would be unreasonable to fix a certain loss on one side without any benefit to the other."

The reasoning upon which this remark is founded appears to be as follows. A covenant in restraint of trade is against public policy, and therefore, *primâ facie*, bad. But it may be supported if, under the circumstances, it is reasonably necessary for the protection of the covenantee. A covenant, however, extending over the whole of England—that is, a covenant in general restraint of trade (see *per* Bowen, L.J., in *Maxim-Nordenfelt Guns Co.* v. *Nordenfelt*, 41 W. R. 604; 1893, 1 Ch. 630)—is not required for the protection of the covenantee. Hence there is no exception in its favour, and it is, therefore, void. We thus have the general rule that covenants in general restraint of trade are void.

The rule may be regarded in two ways. Lord Macclesfield appears to have treated it as an independent rule of law, not depending upon, but merely illustrated by, his reference to the tradesmen at London and Newcastle. Previously in his judgment he had said: "General restraints are all void, whether by bond, covenant, promise, &c., with or without consideration, and whether it be of the party's own trade or not." And many cases have been decided on this footing (*cf. Horner* v. *Graves*, 7 Bing. 735; *Ward* v. *Byrne*, 5 M. & W. 561; *Mallan* v. *May*, 11 M. & W. 653). Hence it was only in respect of partial restraints that the courts formerly held themselves at liberty to consider whether the restraint was sufficiently meritorious to rebut the presumption against it. For this purpose it must have been given on adequate consideration, and must be reasonable. To a certain extent, the practice in these respects was altered. The courts ceased to inquire into the adequacy of the consideration (*Hitchcock* v.

Coker, 6 A. & E. 438), and the burden of proof that a partial restraint is reasonable appears to have been shifted. There is now no presumption against such a restraint which the covenantee must rebut by proof that the covenant is reasonable; if the contract is for the protection of the covenantee, it is for the covenantor to shew that it is not reasonably necessary for his protection (*per* FRY, L.J., in *Davies* v. *Davies*, 36 W. R. 92, 36 Ch. D., p. 397).

But while this has been the view taken of the rule at common law, equity judges have treated it as simply an instance of the more general rule that covenants in restraint of trade may be good if they are reasonably necessary for the protection of the covenantee; and they have intimated that the cases in which covenants in general restraint have been treated as void may be explained on the ground that the covenants dealt with were in fact unreasonable. "I do not read the cases," said JAMES, V.C., in *Leather Cloth Co.* v. *Lorsont* (18 W. R. 574, L. R. 9 Eq. 353), "as having laid down the unrebuttable presumption [that a restraint of trade extending throughout the United Kingdom is on the face of it bad]. All the cases, when they come to be examined, seem to establish this principle, that all restraints upon trade are bad as being in violation of public policy, unless they are natural, and not unreasonable for the protection of the parties in dealing legally with some subject-matter of contract." And in *Roussilon* v. *Roussilon* (28 W. R. 623, 14 Ch. D., p. 369) FRY, J., after referring to the above and other cases, said: "I have, therefore, upon the authorities, to choose between two sets of cases, those which recognize and those which refuse to recognize this supposed rule, and, for the reasons which I have already mentioned, I have no hesitation in saying that I adhere to those authorities which refuse to recognize this rule, and I consider that the cases in which an unlimited prohibition has been spoken of as void relate only to circumstances in which such a prohibition has been unreasonable." The question arose again in *Davies* v. *Davies* (*suprà*), and, though it was not necessary to decide it, the same judge, then a Lord Justice, was disposed to adhere to his former opinion. On the other hand COTTON, L.J., held that the rule against general restraints was absolute, and must be treated as such until abolished by the House of Lords.

This is the step which the House of Lords have now taken. Henceforth it cannot be pleaded that a covenant in restraint of trade is void merely because it is unrestricted as to space. And in saying that the House of Lords have abolished the rule, it is, of course, implied that they admit its existence hitherto. Such appears to be the effect of the Lord Chancellor's judgment. Judges who have said that the real test has always been the test of reasonableness have missed the real meaning of the authorities. There has, in fact, been a hard and fast rule against general restraints. What the House of Lords have done has been to look behind the rule to the principle on which it was founded. Views of public policy change, and rules founded on public policy are liable to change with them. Less attention is paid now to the considerations urged by Lord MACCLESFIELD as justifying the general presumption against restraint of trade. A vendor who sells his business and pockets the money is not thought to be the proper person to complain of the loss of his livelihood, nor are the public thought to be greatly hurt by the withdrawal of one individual from the number of those who cater to its needs, and with persistent advertisement force their wares upon its notice. There remains the consideration that contracts in restraint of trade tend to the growth of monopolies, and this is a consideration which the Lord Chancellor, referring to the judgment of BOWEN, L.J., in the Court of Appeal (41 W. R. 608) intimated may still have to be taken into account.

There being this disposition to attach less weight to matters formerly relied on as justifying the presumption against contracts in restraint of trade, it is natural to inquire into the foundation of the rule that general restraints are necessarily void. General restraints, and also partial restraints, may be still, in a sense, against public policy. *Primâ facie* it is better for the individual and the State that the individual should be able to exercise his trade as he pleases. But, in determining the requirements of public policy, regard must be paid to other considerations as well. Public policy may require trade to be free, but it also requires that a purchaser should be secured in the enjoyment of his purchase. This was recognized by Lord MACCLESFIELD when he said that a general restraint could not be necessary for the security of the purchaser. But what could not be necessary then may very well, as successive judges have urged, be necessary at a time when the methods of commerce and the means of communication between different places have changed; and this, the House of Lords have decided, is a sufficient ground for re-examining the rule against general restraint. It can no longer be laid down, as a matter of fact, that the general restraint is not required for the protection of the purchaser, and hence it can no longer be laid down that a contract in general restraint of trade is bad. The particular rule is gone therefore, and we are thrown back upon general principles. A contract in restraint of trade requires, as hitherto, to be justified, and it may still be possible for it to be so prejudicial to the public interest that it cannot stand, even though it is no more than is necessary for the protection of the covenantee. This may be the case, as already noticed, where the transaction tends to create a monopoly. But in general the interest of the covenantee is paramount, and the test of the covenant is whether it is reasonably necessary for the protection of that interest.

COSTS ON THE CROWN SIDE.

QUESTIONS as to the power of the court to award costs in proceedings on the Crown side of the Queen's Bench Division have given rise to numerous recent cases upon which the Judicature Act, 1894 (57 & 58 Vict. c. 16), will have an important bearing, but will, unfortunately, leave the practice very much unsettled. It may be remembered that the Judicature Act, 1890 (53 & 54 Vict. c. 44), by section 5, conferred a large and extended jurisdiction over costs in all proceedings in the Supreme Court, and that we recently discussed at some length the importance of this section (see *ante*, pp. 196, 213, "Jurisdiction as to Costs"). Unfortunately, the wide and beneficial effect which this section would otherwise have had in giving jurisdiction over costs in all cases was held to be restricted by section 4 of the same Act from affecting the existing practice as to costs in proceedings on the Crown side (see *London County Council* v. *West Ham*, 40 W. R. 662; 1892, 2 Q. B. 173). This case was an appeal from a judgment of the Queen's Bench Division on a special case stated by quarter sessions on an appeal against a poor rate. Under the old practice, this case would have been brought into the Queen's Bench by *certiorari*, and therefore stood in the same position as regards costs. Now in *certiorari* there was no inherent or original jurisdiction in the courts to deal with costs, and the question arose as to whether section 5 of the Judicature Act, 1890 (which in terms was general), conferred such jurisdiction. The Court of Appeal (Lord ESHER, M.R., and FRY and LOPES, L.JJ.) held that, even if jurisdiction was conferred by section 5, yet it was taken away by section 4, which provided that "nothing in this Act shall alter . . . the practice in any . . . proceedings on the Crown side." It may be noted that costs are not expressly referred to in this section, and the Legislature may have intended that section 4 should be confined to points of practice other than costs. With this suggestion, however, we have now no concern, for the decision of the Court of Appeal is now settled law on this point, and has been treated as such in subsequent cases. The effect of this decision was to place the practice as to costs in all proceedings on the Crown side in the same position as it stood before the Judicature Act, 1890.

A question then arose as to whether proceedings which, although generally cases on the Crown side, yet might have been brought in some other court, was a "proceeding on the Crown side." This was first decided in *Reg.* v. *Justices of London* (42 W. R. 225; 1894, 2 Q. B. 382) by the Court of Appeal in a case of prohibition, which was held to be a jurisdiction not peculiar to the Crown side of the Queen's Bench Division, inasmuch as prohibition might have been granted by the Courts of Chancery, Exchequer, or Common Pleas. Lord ESHER, M.R., and LOPES, L.J., held that jurisdiction to deal with costs existed before, and was therefore unaffected by, section 4 or section 5 of the Judicature Act, 1890. KAY, L.J., however,

rested his decision on the further ground that, even if no jurisdiction previously existed, such jurisdiction was conferred by section 5, and, as it was not purely a proceeding on the Crown side, was not taken away by section 4.

This reasoning of KAY, L.J., has since been adopted in the recent case of *Reg.* v. *Jones* (42 W. R. 607; 1894, 2 Q. B. 382) by the Divisional Court (CAVE and COLLINS, JJ.) in a case of *habeas corpus*, who held that inasmuch as motions for *habeas corpus* could be brought on the Exchequer or Chancery side as well as on the Crown side, the mere fact that the motion is made on the Queen's Bench side does not render the proceeding a "proceeding on the Crown side" within section 4. It is observable in this case that the case of *Re Fisher* (42 W. R. 241; 1894, 2 Ch. 83), where the Court of Appeal expressly decided that (apart from section 4) where no jurisdiction previously existed, a new jurisdiction is conferred by section 5, appears to have been overlooked in argument.

Now, by the Judicature Act, 1894, it is provided, by section 2, sub-section (3), that on the hearing of any appeal from a court of quarter sessions the appellate court shall have full power to determine how and by whom the costs of the proceedings in the appellate court and in the court of quarter sessions are to be borne. The effect of this Act upon the practice as to costs in the case of proceedings on the Crown side appears to be that it overrides the decision of the Court of Appeal in *London County Council* v. *West Ham* so far as it applies to appeals from quarter sessions. It is unfortunate that the wider effects of that decision and the difficulties to which it has given rise were not taken into consideration by the Legislature, as the litigant is still in the dark as to what is a proceeding on the Crown side and in what cases precisely the court is debarred from dealing with costs.

REVIEWS.

THE LICENSING ACTS.

THE INTOXICATING LIQUOR LICENSING ACTS, 1872 AND 1874, TOGETHER WITH ALL THE ALEHOUSE, BEERHOUSE, REFRESHMENT HOUSE, WINE AND BEERHOUSE, INLAND REVENUE, AND SUNDAY CLOSING ACTS RELATING THERETO, WITH INTRODUCTION, NOTES, AND INDEX. TENTH EDITION. By JAMES PATERSON, Esq., M.A., Barrister-at-Law. Shaw & Sons.

This edition of Mr. Paterson's convenient manual of the Licensing Acts appears, so far as our investigations have gone, to bear out the statement made by the author that he has included every reported decision. At all events, all the recent decisions for which we have looked have been found duly noted. The decision of the House of Lords in *Sharp* v. *Wakefield* (37 W. R. 187) is given in full in the appendix. The index is full and (what is a matter of some moment) is printed in good type.

SUMMARY JURISDICTION ACTS.

THE SUMMARY JURISDICTION ACTS, 1848 TO 1884, REGULATING THE DUTIES OF JUSTICES OF THE PEACE WITH RESPECT TO SUMMARY CONVICTIONS AND ORDERS; THE INDICTABLE OFFENCES ACTS, 1848 AND 1868; AND THE PROSECUTION OF OFFENCES ACTS, 1879 AND 1884. WITH APPENDIX, COPIOUS NOTES, INDEX, AND TABLES OF STATUTES AND CASES. SEVENTH EDITION. By ARTHUR EDMUND GILL, M.A., Barrister-at-Law, and CECIL GEORGE DOUGLAS, Clerk to the Lord Mayor, Mansion House Justice Room, London. Shaw & Sons.

This new edition retains the characteristics of handy size and concise and practical notes to sections which were to be found in the sixth edition, edited by Messrs. Bodkin and Douglas. The general arrangement of matter is the same, but the cases and statutes have been brought down to date, and the index has been improved. We should hardly have thought it necessary to print the whole of the Interpretation Act, 1889, in the Appendix.

BOOKS RECEIVED.

Hadden's Handbook on the Local Government Act, 1894, being a Complete and Practical Guide to the above Act and its incorporated Enactments. Second Edition. Hadden, Best, & Co.

The Law relating to Losses under a Policy of Marine Insurance. By CHAS. ROBERT TYSER, Barrister-at-Law. Stevens & Sons (Limited).

Reminders on Company Law, with Hints as to Drafting all Forms in General Use, and Advising on Matters connected with Joint-Stock Companies. By VILLIERS DE S. FOWKE, Barrister-at-Law. Horace Cox.

The Student's Guide to the Principles of Equity. By JOHN INDERMAUR and CHAS. THWAITES, Solicitors. Geo. Barber, *Law Students' Journal* Office.

CORRESPONDENCE.

COUNTY COURT JURISDICTION UNDER THE COMPANIES ACTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Will you, or any of your readers, kindly acquaint me with the practice in the county court as regards costs in company matters? No scale of costs appears in the Act of 1890 or in the rules. There is a scale of *court fees!* Heywood, in the County Court Practice, 1894 (vol. 2, p. 96), says: "It is believed that costs should be taxed in the county court as well as in the High Court pursuant to R. S. C., ord. 65, rr. 8, 9, 27." There must, however, be some settled practice by now.

A. C.

CASES OF THE WEEK.

Court of Appeal.

PRINTING TELEGRAPH AND CONSTRUCTION CO. (LIM.) v. DRUCKER—No. 1, 30th July.

PRACTICE—EVIDENCE—EVIDENCE TAKEN IN ANOTHER ACTION—LEAVE TO READ SUCH EVIDENCE—SIMILAR ISSUE—DIFFERENT PARTIES—R. S. C., XXXVII., 3.

In an action for calls the defendant set up as a defence that he was induced to take the shares by fraudulent misrepresentations, and he counter-claimed for rescission. The defendant having applied for a commission to examine certain witnesses abroad, it appeared that in a similar action by the plaintiffs against another shareholder, where the same defence and counter-claim were set up, these witnesses had already been examined under a commission obtained by the defendant in that action. The plaintiffs opposed the application for a commission upon the ground that the defendant could obtain leave under ord. 37, r. 3, to read the evidence of the witnesses so taken as evidence in this action. By ord. 37, r. 3, "an order to read evidence taken in another cause or matter shall not be necessary, but such evidence may, saving all just exceptions, be read on *ex parte* applications by leave of the court or a judge . . . and in any other case upon the party desiring to use such evidence giving two days' previous notice to the other parties of his intention to read such evidence." The Divisional Court (Wills and Vaughan Williams, JJ.), affirming the order of the master and judge in chambers, ordered the commission to issue. The plaintiffs appealed.

THE COURT (Lord ESHER, M.R., KAY and A. L. SMITH, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the issue was upon the defendant. He had to prove the allegations set up by him. He desired to have a commission to examine certain witnesses abroad in support of his case. The plaintiffs opposed that, saying that he could read the evidence of those witnesses taken in another action against another defendant, where the issue was a similar one. In his opinion the rule did not apply to such a case. The parties were not the same. The rule did not make that evidence which was not evidence at all. The judgment must therefore be affirmed.

KAY, L.J., concurred. The old Chancery practice was that where the two suits were between the same parties or their privies, or where the party in the second suit was represented in the former suit, though not actually a party, and the issues were the same and the subject-matter identical, the court could make an order allowing the evidence in the former suit to be read in the second one. But the court was very careful about making such an order. All those circumstances must exist. Then came ord. 37, r. 3, and that rule was really passed for the purpose of doing away with the necessity of an order. The rule did not intend to make that evidence which was not evidence before. It did not intend to alter the law of evidence. The plaintiffs sought to make the defendant satisfied with the evidence of these witnesses taken in an action with which he had nothing to do, and when he was not present. His lordship hoped that no rule would ever sanction such a proceeding.

A. L. SMITH, L.J., concurred.—COUNSEL, *Buckley*, Q.C., and *E. Ford*; *Horne Payne*, Q.C., and *Bremner*. SOLICITORS, *Boyfus & Boyfus*; *Ashurst, Morris, Crisp, & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

HOOD-BARRS v. CATHCART—No. 2, 30th July.

MARRIED WOMAN—RESTRAINT ON ANTICIPATION—COSTS OF APPEALS—"ACTION OR PROCEEDING"—MARRIED WOMEN'S PROPERTY ACT, 1893 (56 & 57 VICT. c. 63), s. 2.

This was an appeal by the plaintiff from an order of North, J., made on the 13th of July. On the 2nd of July his lordship made an order in chambers for a writ of sequestration to issue to attach property of Mrs.

Cathcart not affected by a restraint against anticipation. On the 13th of July North, J., discharged this order. The appellant now sought to have the original order of North, J., restored, and to have its operation extended so as to cover property of Mrs. Cathcart which she was restrained from anticipating. The claim of the appellant was in respect of the costs of two unsuccessful appeals by Mrs. Cathcart from previous orders in certain proceedings. These appeals were heard after the 5th of December, 1893, the date at which the Married Women's Property Act, 1893, came into operation; and counsel for the appellant contended that they constituted an "action or proceeding" instituted by a woman within the meaning of section 2 of that Act. Section 2 is in the following terms:—"In any action or proceeding now or hereafter instituted by a woman or by a next friend on her behalf, the court before which such action or proceeding is pending shall have jurisdiction, by judgment or order from time to time, to order payment of the costs of the opposite party out of property which is subject to a restraint on anticipation, and may enforce such payment by the appointment of a receiver and the sale of the property, or otherwise as may be just." The defendant did not appear.

LINDLEY, L.J., said the substantial question was whether section 2 of the Act of 1893 applied to the present case. Mr. Hopkinson said that the words of the section included appeals; but, in his lordship's opinion, the language of the section was not sufficiently wide for that purpose. The word "instituted" was important. It implied a proceeding to be *started* by a married woman, a proceeding like an originating summons or a petition. He did not think it applied to motions or other applications by defendants. It might be that frivolous appeals were within the mischief of the Act; but, in his lordship's opinion, they were not within the language of the Act.

LOPES and DAVEY, L.JJ., concurred.—COUNSEL, *Hopkinson*, Q.C., and *Johnston Edwards*. SOLICITORS, *Hood-Barrs & Co.*

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

FODEN *v.* **FODEN**—No. 2, 25th July.

NULLITY OF MARRIAGE—DE FACTO MARRIAGE—ALIMONY PENDENTE LITE—JURISDICTION OF COURT.

Appeal from a decision of Jeune, P. On the 7th of October, 1890, the petitioner, C. V. Foden, a widower, went through the ceremony of marriage with a niece of his deceased wife. On the 23rd of November, 1892, he presented a petition for a decree of nullity of marriage, on the ground that the parties were within the forbidden degrees. No appearance was entered on behalf of the respondent. On the 7th of February, 1893, the President pronounced a decree *nisi*. The petitioner, however, omitted to apply to have the decree made absolute, and on the 9th of April, 1894, the respondent obtained leave to enter an appearance, with the object of presenting a petition for alimony *pendente lite*. On the 12th of April she accordingly presented such a petition, and on the 23rd of May the registrar made an *interim* order for payment of alimony at the rate of £60 a year from the 12th of April. The petitioner appealed from this order, and at the same time moved to have the decree *nisi* made absolute. On the 9th of July, 1894, the President dismissed the appeal, and ordered the application to make the decree absolute to stand over until an order for alimony *pendente lite* had been issued, to date from the service of the citation. The petitioner appealed.

THE COURT (Lord HERSCHELL, C., and LINDLEY and DAVEY, L.JJ.) dismissed the appeal.

Lord HERSCHELL, C.—It is contended, in the first place, that the court had no jurisdiction to make the order; and, secondly, that if it had, this is not a proper case in which it should, in the exercise of its discretion, make the order. It is said the court had no jurisdiction, firstly, because there was no suit pending, as the decree *nisi* had been made; but that argument is wholly untenable, for until the decree absolute has been pronounced the suit is still pending. Then it is said that as soon as the fact of the relationship which existed between the alleged wife and the former wife was established it was not within the jurisdiction of the court to make an order for alimony, and the observations of Lord Penzance in *Blackmore* v. *Mills* (16 W. R. 893) are relied upon; but although, no doubt, the refusal to grant alimony there may have been quite proper, having regard to the circumstances of that case, I do not think that Lord Penzance intended to lay it down that the court had no jurisdiction to make such an order, and if he did I could not agree with him. Now, in the case of *Bird* v. *Bird* (1 Lee, 209), which was decided in 1753, Sir G. Lee, in a suit for nullity brought by the husband on the ground that at the time of the marriage the wife had another husband living, a *de facto* marriage being admitted, held that the husband must bear the expenses of the wife. Sir G. Lee then said that, as there was no precedent, he must decide the case on general principles of law and reason, and he added: "I must presume, till the contrary appears in evidence, that she was his wife *de jure* as well as *de facto*, for otherwise she must be guilty of bigamy, and is a felon by a statute of Jac. 1; but the law presumes, on the contrary, everybody to be innocent till they are proved to be guilty. I must therefore suppose her at present to be his lawful wife, and as such entitled to have costs, as she prays to defend herself in this suit." That was no doubt the first case on the point, but after that it appeared to have become the settled practice of the ecclesiastical courts to grant alimony while a suit was pending in cases of this kind unless there was some particular reason to the contrary. Sir R. Phillimore, in his note to that case (dated 1833), at p. 211, says: "In all matrimonial cases where a *de facto* marriage is established, and the parties have not separate incomes, the husband is liable during the progress of the cause to pay for the maintenance of his wife and the costs of the suit." I take it that statement indicates what was and had been the settled practice of the court at and up to the time at which Sir R. Phillimore wrote, and there is nothing to shew that that practice has not continued to be acted upon to the present day, and it seems to me that that practice is in accordance with reason and good sense; and even if there were no precedent on the point I should have been inclined to create one, but seeing that there is, I think we shall do right to follow it. I cannot, therefore, hold that there is no jurisdiction. When once the fact of there being jurisdiction is established it is a mere matter of discretion. I do not think we can interfere with the discretion of the learned President.

LINDLEY and DAVEY, L.JJ., concurred.—COUNSEL, *Inderwick*, Q.C., and *E. T. Holloway*; *Bayford*, Q.C., and *Pritchard*. SOLICITORS, *Stanley R. Preston*; *A. S. C. Doyle*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

High Court—Chancery Division.

Re **ISAACS, ISAACS** *v.* **REGINALL**—Chitty, J., 26th July.

CONTRACT—OPTION OF PURCHASE OF REAL ESTATE—OPTION EXERCISABLE ONLY AFTER DEATH OF GRANTOR OF OPTION—INTESTACY—CONVERSION.

Summons. By indenture dated the 13th of August, 1880, and made between Isaac Isaacs of the one part and T. Cadle of the other part, Isaacs demised a house and premises, to which he was entitled in fee simple, in the town of Abergavenny, to Cadle from the 17th of April, 1880, for the life of Isaacs at a yearly rent of £40, and Isaacs thereby covenanted with Cadle that after the decease of Isaacs Cadle should have the right and option of purchasing the same at the price of £750, such option to be declared in writing by Cadle within six months from the decease of Isaacs, and his heirs, executors, and administrators were to convey and assure the same to Cadle or as directed by him. On the 9th of January, 1894, Isaacs died intestate, and on the 24th of the same month administration of his personal estate was granted to the plaintiff. On the 25th of April, 1894, Cadle duly declared his option of purchasing the said premises for £750, in pursuance of his right under the covenant, by a letter of that date under his hand. This summons was taken out by the plaintiff for the determination of the question whether the £750 belonged to the plaintiff as Isaacs' administrator, or to the defendant as his heir-at-law. The point was whether the doctrine of the leading case of *Lawes* v. *Bennett* (1 Cox, 167) applied under the above circumstances, so that the property was converted into personalty for the purposes of devolution on the exercise of the option.

CHITTY, J., said that the case was covered by *Lawes* v. *Bennett*. It might be open to question whether *Lawes* v. *Bennett* could not have been decided otherwise, but that case was more than one hundred years old, and still stood as a landmark. The option there was exercised after the death of the grantor of the option. Sir Ll. Kenyon, M.R., was aware of the possible difficulty that it was left to the election of the grantee of the option whether the property should be real or personal, and held that that made no difference. He was also aware of the lapse of time in that case, and that made no difference. Lord Eldon observed on *Lawes* v. *Bennett* in *Ripley* v. *Waterworth* (7 Ves. 425, at p. 436), and in *Townley* v. *Bedwell* (14 Ves. 591), where the question arose who was entitled to the rents from the death of the testator until the option made, and it was decided that they belonged to the heir, *i. e.*, the grant of the option effected a conversion by contract of real estate into personal estate, but operating for all purposes only from the time of the declaration of the option. There were similar decisions of Kindersley, V.C., in *Collingwood* v. *Row* (5 W. R. 484), and of Wood, V.C., in *Weeding* v. *Weeding* (9 W. R. 131, 1 Johns & H. 424). It was said that *Lawes* v. *Bennett* had never been applied to a case of intestacy, and ought not, therefore, to be applied by his lordship now. In *Weeding* v. *Weeding* there was no intention manifested on the face of the will in regard to the purchase-money payable upon the exercise of the option so as to render *Lawes* v. *Bennett* applicable, and that case was an authority for applying *Lawes* v. *Bennett* now. A testator might, of course, shew an intention that all his interest in the land devised, including money to arise from the exercise of an option to purchase a part, was to be taken by the devisee. *Emuss* v. *Smith* (2 De G. & Sm. 722) was such a case. His lordship did not think that he would be extending *Lawes* v. *Bennett* if he said that it applied to a case where the option only arose after the grantor's death. The cases of *Edwards* v. *West* (26 W. R. 507, 7 Ch. D. 858) and *Re Adams and The Kensington Vestry* (32 W. R. 883, 27 Ch. D. 394) were not in point. The result was that the purchase-money belonged to the administrator as personal estate of the deceased intestate.—COUNSEL, *Byrne*, Q.C., and *Solomon*; *Farwell*, Q.C., and *Raleigh Phillpotts*. SOLICITORS, *H. J. Coburn*; *Mear & Fowler*.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **BRIGGS, EARP AND HUGGINS** *v.* **BRIGGS**—Chitty, J., 31st July.

ADMINISTRATION OF ESTATES—EXECUTOR—RIGHT OF RETAINER—HINDE PALMER'S ACT, 1869 (32 & 33 VICT. c. 46)—RIGHT TO RETAIN SPECIALTY DEBT AGAINST SPECIALTY AND SIMPLE CONTRACT CREDITORS.

A testator died owing a specialty debt of £1,937 13s. 4d. and a simple contract debt of £1,146 18s. 8d. to his executrix. He also owed the Union Bank, Derby, a specialty debt of £1,745 19s. 9d., and his other simple contract debts amounted to £7,854 6s. 8d., making the aggregate simple contract debts amount to £9,001 5s. 4d. His assets amounted to about £4,700. The estate was being administered by the court in a creditors' action, and on the action coming on for further consideration, the question arose how it was to be distributed so as to keep the specialty and simple contract creditors on an equal footing according to Hinde Palmer's Act, 1869, the executrix claiming to exercise her right of

retainer in respect of both debts. Minutes were settled on the terms appearing below, but it was suggested that the proper method of distribution was to apportion the entire assets between the specialty and simple contract creditors, and let the executrix retain her specialty debt out of the specialty apportionment and *vice versâ*.

CHITTY, J., said he proposed to follow *Re Jones, Calver* v. *Laxton* (34 W. R. 249, 31 Ch. D. 440) in distributing the estate. There was an additional fact in the present case—viz., that the executrix was both a specialty and a simple contract creditor. Now the right of retainer had never been abolished, and the executrix had a right to retain her debt against creditors of an equal or lower degree. In this case, therefore, she could retain her specialty debt of £1,937 13s. 4d. against all the creditors. The balance that remained being apportioned between the specialty and simple contract creditors, she could then retain her simple contract debt of £1,146 18s. 8d. against the amount apportioned to the latter. This had been correctly worked out by the minutes, but shortly the working principle was this: Retain the specialty debt of £1,937 13s. 4d. out of the entirety and apportion the balance between the specialty and simple contract creditors in the proportion of £1,745 19s. 9d. to £9,001 5s. 4d. Then the executrix could not retain further against the specialty creditor, so he took the whole of the specialty apportionment. The rest would go to the simple contract creditors. But here the executrix's right of retainer stepped in again, and she claimed to retain her simple contract debt of £1,146 18s. 8d. out of the latter sum. This she had a right to do, but the curious result was that only the small portion left went to the simple contract creditors.—COUNSEL, *Gears; Byrne*, Q.C., and *Lyttleton Chubb; Willis Bund*. SOLICITORS, *Geare, Son, & Pease*, for *Robotham, Attwood, & Robotham*, Derby; *Fitzpayne; Eagleton*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

MALLESON *v.* THE GENERAL MINERAL PATENTS SYNDICATE (LIM.)—North, J., 27th July.

COMPANY LIMITED BY GUARANTEE WITHOUT CAPITAL DIVIDED INTO SHARES—ARTICLES PURPORTING TO FORMULATE INTERESTS OF EACH MEMBER OF COMPANY IN SHARES OR INTERESTS—CONSTITUTION OF COMPANY—ARTICLES ULTRA VIRES.

This was a motion for an interlocutory injunction on the part of the plaintiff (treated by consent as the trial of the action) to restrain the defendant company from acting on certain new articles of association as being *ultrà vires*. The company was a company limited by guarantee without capital divided into shares. In its memorandum it was provided that in case of a winding up each member should contribute a sum not exceeding £1, and the number of members was declared to be twenty for the purpose of registration. Article 4 of the new articles of association, to which the plaintiff objected, ran as follows:—"In order to determine the proportions in which the members for the time being of the company are interested in the company, the undertaking of the company shall be deemed to be divided into a specified number of shares or interests, and the members shall be deemed to be interested in the company in proportion to the number of such shares or interests for the time being registered in their respective names as hereinafter provided, and until otherwise determined by special resolution the undertaking of the company shall be deemed to be divided into 1,400 shares or interests, numbered 1 to 1,400 inclusive." Other articles provided that the present members should be entitled to the said shares and interests in equal proportions, and articles 7 and 9 contained provisions for the admission of new members. It was argued that the scheme was *ultrà vires*, as the company were endeavouring to create a share capital without being under any liability to provide it. For the defendants it was denied that any fresh liability was created for members of the company by the proposed articles.

NORTH, J., held that this was merely an attempt on the part of the company, for some reason which did not exactly appear, to formulate the interests of each member of the company. The company by its constitution could have no capital, and, therefore, it could not have a capital divided into shares in the sense for which the plaintiff contended, and, therefore, it could not be said to be acting *ultrà vires*. The plaintiff had mistaken the meaning of the articles, and his action must be dismissed, with costs.—COUNSEL, *Everitt*, Q.C., and *Macnaghten; Swinfen Eady*, Q.C., and *A. J. Chitty*. SOLICITORS, *S. J. Hood; Stretton, Hilliard, Dale, & Newman*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Re **HYSLOP, HYSLOP *v.* CHAMBERLAIN**—North, J., 25th July.

WILL—EXECUTOR—LEGACY TO EXECUTOR—DEBT FROM EXECUTOR TO TESTATOR—UNSIGNED TESTAMENTARY PAPER—INTENTION.

This was an originating summons taken out by Emma Charlotte Hyslop, one of the two executors and residuary legatee under the will of the late Colonel Alexander Hyslop, of Chiswick, who died on the 2nd of May, 1891, to which the other executor, the Rev. Henry H. Chamberlain, and A. A. Hyslop, one of the pecuniary legatees under the will of the testator, were defendants, to determine (*inter alia*) whether a sum of £100 lent to the defendant Chamberlain by the testator formed part of the testator's residuary estate, which the said defendant must repay. By his will, dated the 16th of October, 1889, the testator appointed the above-named plaintiff and the defendant Chamberlain executors thereof, and gave to the said defendant Chamberlain "the sum of £500 in consideration of his undertaking to be my executor and carrying out my instructions and wishes to the best of his ability. The instructions are contained in letters addressed to him." The testator left with his will three letters of instructions, unsigned, two of which were addressed to Mr. Chamberlain. One of them contained the following sentence:—"The hundred pounds I lent you does not form part of the money left you; it is cancelled." The money had been advanced to the defendant Chamberlain in 1880, and according to his affidavit it had been agreed between them that he (the defendant) should pay interest at the rate of four per cent. per annum on the loan, which, in the event of his surviving the testator, should be cancelled. If, however, the testator survived, the principal should be repaid to him from Mr. Chamberlain's estate. On behalf of the plaintiff it was argued that the money must be repaid to the estate, as the contents of the document which professed to cancel the debt had never been communicated to the debtor, and the letter, being unsigned, was invalid as a testamentary document. On behalf of the defendant Chamberlain it was contended that under the circumstances his appointment as executor should be sufficient to cancel the debt, for although the unsigned document could have no force as a will, it was yet available as evidence of the testator's intention. *Strong* v. *Bird* (22 W. R. 788, L. R. 18 Eq. 315) and *Re Applebee, Leveson* v. *Banks* (40 W. R. 90; 1891, 3 Ch. 422) were relied on.

NORTH, J., held that the appointment of the defendant as executor was not sufficient to cancel the debt, as the intention of the testator had not been communicated to him. If there had been a distinct, independent communication to Mr. Chamberlain it might have been different. As things, however, stood, he had no equity to exonerate him from repaying the loan to the estate, the letter on which he relied being a testamentary document improperly executed, which could not be used in evidence.—COUNSEL, *Upjohn; Theobald; Gore Browne*. SOLICITORS, *Campbell, Reeves, & Hooper; Cunliffes & Davenport*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

HAMILTON *v.* VAUGHAN-SHERRIN ELECTRICAL ENGINEERING CO. (LIM.)—Stirling, J., 31st July.

INFANT—COMPANY—AGREEMENT TO TAKE SHARES—REVOCATION—MONEY PAID ON ALLOTMENT—RIGHT TO RECEIVE BACK.

By this action the plaintiff sought the return of £60, money paid by her in respect of twenty shares in the defendant company. The company was registered under the Companies Act, 1862, on the 16th of August, 1890. The plaintiff, Miss Hamilton, being at the time an infant of the age of eighteen years, applied for shares on the faith of a prospectus which was issued, and paid £20 on such application. On the 6th of October twenty shares were allotted to her, and she paid a further sum of £40, the amount payable on allotment. On the 18th of November the plaintiff wrote a letter to the secretary of the company requiring the repayment of the £60 she had paid to the company. Nothing further was done until the 19th of May, 1892, when the plaintiff issued the writ in this action. The writ claimed (1) a declaration that the allotment of the twenty shares to the plaintiff was void; (2) that the register of the company might be rectified by striking out the name of the plaintiff as a shareholder in respect of the twenty shares; (3) repayment of the £60; (4) an injunction restraining the defendant company from enforcing any call in respect of the shares. On the 10th of June, 1892, the company went into voluntary liquidation, and on the 27th of June the liquidator removed the plaintiff's name from the register of shareholders. No dividend was ever received by the plaintiff in respect of her shares. Counsel for the plaintiff contended that there had been a total failure of consideration, and cited *Corpe* v. *Overton* (10 Bing. 252). Counsel for the defendant relied on *Holmes* v. *Blogg* (8 Taunt. 508) and *Ex parte Taylor* (4 W. R. 305, 8 De G. M. & G. 254).

STIRLING, J., said the action was based upon the ground that there had been a total failure of consideration. Three cases had been cited, and three only. [His lordship referred to *Holmes* v. *Blogg*, in which the defendant had leased certain premises to the plaintiff when an infant, and the plaintiff had actually occupied the demised premises, and to the case of *Ex parte Taylor*. He then continued:—] The former of those two cases had been considered in *Corpe* v. *Overton*, where the plaintiff, while an infant, signed an agreement for a partnership to commence on a future date, and paid a deposit. Before the date named for the commencement of the partnership the plaintiff revoked the agreement, and brought an action to recover the deposit. *Holmes* v. *Blogg* was relied upon for the defence, but the whole of the court distinguished that case on the ground that there had been actual enjoyment of the premises under the demise. They did not say that a mere demise would have been sufficient, and, in his lordship's opinion, the true rule was to consider whether the infant had derived any advantage under the contract. In the present case no dividend had been paid and the plaintiff had taken no part in the management of the company. The only advantage she had received was that her name had been for a time on the register of shareholders. In his opinion that was not an advantage within the meaning of the judgments in *Corpe* v. *Overton*. There had been a total failure of consideration, and the plaintiff was entitled to recover.—COUNSEL, *R. Hughes; P. Wheeler*. SOLICITORS, *Hughes & Masterman; John B. Purchase*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

Winding-up Cases.

Re **BOLTON & CO., SALISBURY'S CASE**—C. A. No. 2, 27th July.

COMPANY—WINDING UP—DIRECTOR'S QUALIFICATION—TIME LIMITED FOR ACQUIRING SHARES—RESIGNATION BEFORE EXPIRATION OF TIME.

Appeal from the decision of Wright, J., reported *ante*, p. 547. The company was registered on the 21st of April, 1893, the articles of association being signed by R. Bolton, the managing director, and six other subscribers, including Messrs. Salisbury and Dale, the present appellants.

Article 89 provided that R. Bolton should be the first managing director, and that he and the six remaining subscribers to the articles should be the first directors, until such time as the latter, or a majority of them, should nominate in writing another director or directors to act with Bolton in place of the six remaining subscribers. Article 91 was as follows:—"The qualification of a director other than the managing director shall be the holding of shares of the company of the nominal amount of £100 in ordinary or preference shares. A director may act before acquiring his qualification; but shall in any case acquire the same within three months from his appointment, and unless he shall do so he shall be deemed to have agreed to take the said shares from the company, and the same shall be forthwith allotted to him accordingly." On the 29th of June, 1893, four of the first directors (including the present appellants) signed proper documents vacating the office of director and appointing substitutes. They had thus, and in some other ways to some extent, acted as directors, but they had never applied for or been allotted the qualification shares. The company was subsequently wound up, and the appellants were put on the list of contributories in respect of the qualification shares; they applied to have their names removed from the list of contributories, on the ground that as they had resigned the office of directors before the expiration of the three months allowed by article 91 for acquiring the qualification shares, they were not bound to acquire them. Wright, J., held that the applicants had, by signing the articles and acting as directors, impliedly agreed to take the qualification shares, and could not get rid of their liability under such agreement by resigning before the expiration of the three months, and he accordingly dismissed the application. The applicants appealed.

THE COURT (LORD HERSCHELL, C., LINDLEY and DAVEY, L.JJ.) allowed the appeal, LINDLEY, L.J., dissenting.

LORD HERSCHELL, C., said that the case turned on the construction of article 91, and the question was whether the appellants had agreed to take the qualification shares from the company. It was admitted on the authorities, that unless the last words of article 91 were applicable, although the appellants might have acted as directors not only for three months, but beyond that period, they could not be deemed to have agreed to take the shares so as to entitle the liquidator to place them on the list of contributories. The sole question, therefore, was whether events had arisen to make those words applicable to the appellants. It could not be doubted that if the appellants had continued to act for more than three months they would, under this article, be deemed to have agreed to take the shares from the company, and could have been put upon the list. That was the decision in *Isaac's case* (40 W. R. 518; 1892, 2 Ch. 158). The difficulty was that they had not acted down to the expiration of the three months. They had resigned after about two months. Were they still to be deemed to have agreed to take the qualification shares from the company? It must be borne in mind that the qualification was not merely the acquiring, but the holding of the shares. It was the duty of a director, so long as he acted as such, not only to acquire, but to hold the shares necessary for his qualification, and that duty continued during the whole time he remained a director. Article 91 was designed to indicate that although to be a qualified director he must hold a certain number of shares, yet he might postpone for a time acquiring that qualification and yet have all the rights of a director, and that time was fixed at three months. After that period he was bound to acquire and to continue to hold the qualification. The question was whether a person who had accepted the office of director but before the expiration of the three months had ceased to be a director was then bound to acquire his qualification, or, if he did not do so, must be deemed to have agreed to take the shares. The primary obligation imposed by the article was to acquire the qualification, and it was only in default of so doing that he was to be deemed to have agreed to take shares. But, if he ceased to be a director, he could not acquire his qualification, though he might acquire a certain number of shares. That was not a mere verbal distinction. It was not the intention of article 91 to place a certain number of shares, and the only effect of putting upon it the construction contended for on behalf of the liquidator would be that after a man had ceased to be a director and the purchase of the shares would not qualify him, yet he must go into the market and buy shares, which he might sell again immediately, because, having ceased to be a director, he was not under any obligation to hold the shares. In his lordship's opinion that was not the meaning of article 91, and it would not effect any advantage to the company. His lordship agreed with the learned judge below that the fact that the directors had resigned within the three months would not discharge them from any agreement to take shares if any such agreement were imposed by the words of the article; but in his lordship's opinion the words of the article could not be construed as imposing an agreement to take shares upon a person who had ceased to be a director within the three months.

LINDLEY, L.J., said he had the misfortune to take a different view. It was a question of the construction of the articles, but before going to the articles one should inquire what was a director. A director was a person who assented to become, and who did become, a director, and the acquiring of shares was not necessary. In the present case article 91 provided that the qualification of a director should be the holding of a certain number of shares in the company; that implied the acquiring of the shares. The article provided a director might act as a director before acquiring his qualification—which he construed as meaning the number of shares required as his qualification—but should in any case acquire the same—*i.e.*, the number of shares required as his qualification—within three months, and unless he did so should be deemed to have agreed to take the "said shares"—*i.e.*, the number of shares required as his qualification. In his lordship's opinion the true construction of the article was that every person who agreed to become, and did become, a director, was under an obligation to acquire the number of shares specified as a director's qualification and, so long as he remained a director, to hold them. He thought the appeal should be dismissed.

DAVEY, L.J., concurred with the Lord Chancellor. The obligation to acquire the qualification shares was ancillary to the obligation to hold the shares, which was the primary obligation. When a director resigned, he ceased to be under any obligation to hold the qualification shares, and if he had not then already acquired them he need not do so. There was no absolute contract to agree to take shares entered into by a director with the company; the contract to take shares from the company only arose if the director had not done something.—COUNSEL, *Rufus Isaacs; O. L. Clare.* SOLICITORS, *Russell & Arnholz; Firth & Co.*

[Reported by M. J. BLAKE, Barrister-at-Law.]

Re **THE PERUVIAN GUANO CO. (LIM.)**—Wright, J., 13th July.

COMPANY—WINDING UP—DIRECTORS' REMUNERATION—PAYMENT OF DIVIDENDS OUT OF CAPITAL—BALANCE-SHEET—ESTIMATED ITEMS—AUDITOR.

This was a summons in a voluntary liquidation raising a question whether directors were entitled to certain sums of money by way of remuneration. The company was formed in 1876 to carry out a contract for the assignment and sale of Peruvian guano. By the articles it was provided that 10 per cent. of the residue of the net profits should be paid and applied as remuneration to the directors, and that the ultimate residue of the net profits should be applied in payment of such dividend on the ordinary shares of the company, or in such other manner as (subject to the regulations) a general meeting might determine. At a general meeting held in April, 1883, it was resolved that a balance of £135,243 should be dealt with, appropriated, and paid in accordance with these provisions of the articles. The company soon afterwards went into voluntary liquidation. There were no creditors, but no part of the balance had been distributed. The balance-sheet was correct on the face of it, but it was said that there were mistakes in it, and that the result of such mistakes was that the proposed dividend would in fact be paid out of capital, and that, as the money had not been paid, the court could stop its payment.

WRIGHT, J., said that he could not deprive the directors of the money which they claimed to be paid unless he attacked the resolution which had been passed nearly twelve years ago. It was said that some of the assets had been over-estimated, but at the time it was certainly not impossible that business men might suppose that a reasonable estimate had been placed on the items in question. There was not sufficient proof that the valuation made was not substantially correct or that the directors could not take the view that the items were not of substantial value. There was nothing imaginary about these items. They appeared in a balance-sheet made up almost entirely of estimated items. The directors were acting on the report of the auditor and after consultation with him, and they openly come to the conclusion that a certain amount could be legitimately applied as dividend, because out of an expected million of assets at least that amount would probably be realized. It was difficult after the lapse of twelve years to say that that view was wrong. At that time litigation which was ultimately disastrous to the company was favourable to them. There was nothing to shew that the circumstances were such as to prevent the company from returning the whole capital to the shareholders. The shareholders wanted a winding up, and the directors agreed as to this. Before taking steps to wind up the company the directors, after consulting the auditor, decided what was the proper sum to be appropriated and paid as dividend. The directors were therefore entitled to the remuneration by way of percentage claimed by them, but they must give credit for certain sums received by them as remuneration under another clause of the articles which was not payable in case they received the percentage remuneration claimed.—COUNSEL, *Haldane*, Q.C., and *C. E. E. Jenkins; Muir Mackenzie; Bramwell Davis; Stewart Smith; G. Scott.* SOLICITORS, *Murray, Hutchins, & Stirling; E. F. Turner; Waterhouse, Winterbotham, & Co.; Lewis Du Cane.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE QUEEN *v.* **SILVERLOCK**—C. C. R., 28th July.

CRIMINAL LAW—FALSE PRETENCES—PRETENCE MADE "TO THE QUEEN'S SUBJECTS"—EVIDENCE—HANDWRITING—WITNESS OTHER THAN AN EXPERT.

Case stated for the opinion of the court by the chairman of the Worcestershire Quarter Sessions. The prisoner was charged with obtaining a cheque by a false pretence—viz., by means of an advertisement inserted in a newspaper called the *Christian World* which was in these terms:—"Housekeeper wanted for branch business establishment in the Midlands. One from country preferred. Address S. C., *Christian World* office." The indictment contained two counts, the second of which, after setting out the advertisement, continued:—"And did thereby falsely pretend to the Queen's subjects that he then required a housekeeper for a branch establishment in the Midlands, by means of which he obtained from Rosa Alice Coates a cheque for £5, the truth being that he did not require such housekeeper." The prisoner's counsel applied to quash this charge, on the ground that it was not stated that the false pretence was made to any definite person, and was, therefore, bad in law, but the objection was overruled. In the course of the case it became necessary for the prosecution to prove that certain documents were in the prisoner's handwriting: with this view the solicitor for the prosecution was called in order to point out the similarity of the handwriting in these documents and in others admittedly written by the prisoner, and to express his opinion on the question of handwriting. Counsel for the prisoner objected that the solicitor was

not an expert and could not give evidence as to his opinion, and cited *Reg.* v. *Harvey* (11 Cox, 546), *Bristow* v. *Sequeville* (5 Ex. 277). The solicitor himself said that he had, quite apart from his professional work, for some years—*i. e.*, since 1884—given considerable attention and study to handwriting, and especially to old parish registers and wills. He said he had on several occasions professionally compared evidence in handwriting, but said that he had never before given evidence as to handwriting. He stated that he had formed an opinion that the prisoner was guilty before he began to compare the handwriting. The chairman overruled the objection and admitted the evidence on the ground that all the objections went to the weight, not to the admissibility, of the evidence, and that there was nothing in the Act 28 & 29 Vict. c. 18 which made it necessary to have the evidence of handwriting given by a professional expert, and that any one who had studied handwriting was competent to give evidence, the weight to be given to such evidence being a matter for the jury. The jury convicted the prisoner. The questions for the opinion of the court were—(1) Whether an indictment for false pretences by advertisement must allege a specific person to whom the false pretence was made, or will an indictment for false pretences by advertisement alleging a false pretence to all the Queen's subjects be good in law? (2) Whether it is necessary, in the case of proving handwriting by comparison, for the person who draws attention to the points of resemblance to be a professional expert, or a person whose ordinary business leads him to have special experience in questions of handwriting, or will the evidence of any person who has, or states he has, for some years studied handwriting be admissible for that purpose? On the first point *R.* v. *Sowerby* (1894, 2 Q. B. 174), *R.* v. *Cooper* (1 Q. B. D. 19), and *R.* v. *Sargent* (30 J. P. 760) were cited.

The Court (Lord Russell, C.J., and Mathew, Day, Vaughan Williams, and Kennedy, JJ.) affirmed the conviction.

Lord Russell, C.J.—The prisoner was tried upon an indictment containing two counts, the first of which stated the false pretence to have been to Rosa Coates, to have been false to the prisoner's knowledge, and that he obtained on the faith of it a cheque for £5 from her; the other, which is now in question, stated an advertisement, whereby the prisoner falsely pretended to all the Queen's subjects, by means of which he obtained the cheque from the prosecutrix. It is strange, indeed, that the verdict was not taken on the first count or on both. However, that course was not adopted, and so the question arises whether the second count is good. It is, no doubt, necessary to the offence of obtaining money by false pretences that there should be a false pretence to some person who has been defrauded by it. Does the count in question shew that this was so? Though not without some doubt, I have come to the conclusion that it does. The advertisement was issued to all who might read it, and if a particular person reads it and is thereby induced to act upon it, it becomes an advertisement to that particular person. The count states that the girl acted on the advertisement, which contained the false pretence, and that by means of that false pretence the prisoner obtained the cheque, and I think that was sufficient. *R.* v. *Sowerby*, which was relied upon by the prisoner's counsel, did not really decide the point; it was a different case, and only decided that the count was bad in the absence of two material allegations. I come, therefore, to the conclusion that the second count was good. Then, as to the other point—as to the evidence—no doubt it was evidence of opinion, and the witness must be skilled in the matter, but it is not necessary that he should have gained his skill in his own business or profession. There is no case which has so decided, and I do not think it is necessary to consider the point here for it seems that the solicitor had skill and experience gained in the way of his business. The cases cited by the prisoner's counsel on this point are not authorities for his contention. The conviction, therefore, must be upheld.

Mathew, J.—I am of the same opinion. The first question is the only one which presents any real difficulty, and the difficulty would not exist if the verdict had been taken separately on each count, a practice which it is important to bear in mind, since we are still hampered with regard to indictments by rules which were in force before the Common Law Procedure Act. In an action of deceit it was necessary to particularize in the pleadings all the ingredients which made up the defendant's liability, and the same rule applies to indictments for false pretences. In the present case the second count does not shew how the money was obtained in consequence of the advertisement, but this is clear from the first count, and we are entitled to infer that the jury had all the facts before them; and although we cannot supply an absent averment, yet we may treat an imperfect averment as cured by verdict. On this point the remarks of Jessel, M.R., in *R.* v. *Aspinall* (2 Q. B. D. 48) are applicable, and also *Hamilton* v. *Reg.* (9 Q. B. 271). *R.* v. *Sowerby* is no authority here. There two indispensable averments were absent from the indictment. Upon the other point I am clear that the evidence as to handwriting was admissible.

Day, Vaughan Williams, and Kennedy, JJ., concurred in the judgment of Lord Russell, C.J. Conviction affirmed.—Counsel, *Le Marchant; Vachell.* Solicitors, *The Solicitor to the Treasury; J. Whitmore Garratt*, Dudley.

[Reported by T. R. C. Dill, Barrister-at-Law.]

REID *v.* **WILSON AND WARD, REID** *v.* **WILSON AND KING**—Mathew, J., 30th July.

Lord's Day Observance—"House, Room, or Place opened or used for Public Entertainment or Amusement"—Lectures given on Sunday—Liability to Penalties—21 Geo. 3, c. 49, ss. 1, 2.

Further consideration by Mathew, J. The actions were tried with a special jury on the 29th of June, when, upon the finding of the jury, the actions were reserved for further consideration upon the questions of law arising therein. The question was how far the defendants were liable for penalties under section 1 of the Lord's day Observance Act, 1781 (21 Geo. 3, c. 49). The facts are fully set out in the written judgment of the learned judge. Section 1 of 21 Geo. 3, c. 49 provides "that any house, room, or other place which shall be opened or used for public entertainment or amusement, or for publicly debating upon any subject whatsoever, upon any part of the Lord's day, called Sunday, and to which persons shall be admitted by the payment of money, or by tickets sold for money, shall be deemed a disorderly house or place; and the keeper of such house, room, or place shall forfeit the sum of two hundred pounds for every day that such house, room, or place shall be opened or used as aforesaid on the Lord's day, to such person as will sue for the same, and be otherwise punishable as the law directs in cases of disorderly houses; and the person managing or conducting such entertainment or amusement on the Lord's day, or acting as master of the ceremonies there, or as moderator, president, or chairman of any such meeting for public debate on the Lord's day, shall likewise for every such offence forfeit the sum of one hundred pounds; and every door-keeper, servant, or other person who shall collect or receive money or tickets from persons assembling at such house, room, or place on the Lord's day . . . shall forfeit the sum of fifty pounds." Section 2 defines the word "keeper," and says "that any person who shall at any time hereafter appear, act, or behave him or herself as master or mistress, or as the person having the care, government, or management of any such house, &c., shall be deemed and taken to be the keeper thereof, and punished as such, although not the real owner."

Mathew, J., read the following judgment: These were actions to recover penalties for acts alleged to have been done in contravention of 21 Geo. 3, c. 49. The facts that led to the litigation were these: A number of leading citizens at Leeds had formed themselves into a society for the purpose of giving on Sunday evenings lectures on art, science, literature, and sociology. The public was admitted on payment of small sums, but the lectures were not intended for purposes of profit. A hall called the Coliseum was hired by the society, and a number of lectures were given, in respect of two of which the present proceedings were instituted. There was no evidence that any of the lectures before those in question were within the prohibitory clauses of the Act, but it was said that on the 7th and 21st of January of this year the lectures were of a forbidden character, and rendered the defendants liable to the penalties sought to be recovered. On the 7th of January Mr. Villiers gave a lecture on "Chicago Past and Present," with a description of the recent exhibition called "The World's Fair." The lecture was illustrated by limelight representations of the places and persons described. The second lecture, on the 21st of January, was delivered by Mr. Max O'Rell on the characteristics of the three nations, England, Ireland, and Scotland. The defendant Mr. Ward, who was Mayor of Leeds and president of the society, took the chair at the first lecture. At the second Mr. King was chairman. On each occasion the chairman introduced the lecturer, and then left the platform and took his place amongst the audience. Mr. Wilson, a defendant in both actions, was a solicitor. He had no personal interest in the Coliseum, nor was he shewn to have had any knowledge of the character of the lectures proposed to be given. The hall belonged to a limited company in liquidation. Mr. Wilson had been secretary of the company, and afterwards acted as solicitor to the liquidator. It had been necessary to obtain from the local authorities a licence for the use of the hall, and that licence had been granted to Mr. Wilson, and it was admitted that the terms of the licence had not been departed from. A Mr. Watson, who was manager of the hall for the company, had agreed with the society as to the terms on which the hall was let, and Mr. Wilson, on behalf of the liquidator, had sanctioned the arrangement. At the trial of the actions the jury came to the conclusion that the hall upon the occasion in question was "a place open and used for public entertainment or amusement," and upon the evidence given as to the highly diverting means by which any information contained in the lectures was imparted, this conclusion seemed reasonable. After the verdict the objection was taken by counsel for the defendants that there was no evidence that the defendants had so acted as to bring themselves within the penalty clauses, and the case was reserved for further consideration. On the argument it was urged on the one hand that upon the facts, which were not in controversy, the liability of the defendants was established, and the judgment should be entered for the plaintiff; while on the other hand it was contended that the defendants did not come within the description of those rendered liable to penalties by the Act. The following are the material provisions of the statute. [His lordship read the section.] See also 25 Geo. 2, c. 36, ss. 2 and 5, and 3 Geo. 4, c. 114. It appeared from the statements of claim in each action that Wilson was proceeded against as keeper of a place used for public entertainment or amusement, and it was argued for the plaintiff that the facts that the licence had been granted to him and that he had sanctioned the letting of the hall to the society were conclusive upon the point. But Wilson was only the agent for the liquidator to procure a tenant or tenants for the hall. He had derived no profit from the tenancy, nor had he any responsibility for the use to which the hall was put for purposes of public entertainment so long as the provisions of the licence were observed. He was not within the description of "keeper" contained in section 2. [His lordship read that part of the section.] He was no more the keeper of the hall than the liquidator. A landlord of a house used by others for purposes mentioned in the statute, or a house agent who was employed to find a tenant, could not with any regard to accuracy be called a keeper of the house, and I am of opinion that as against Wilson the actions fail. Then as to the defendants Ward and King, each was sought to be made liable, not as a joint keeper of the room under section 2, but on the following grounds: (1) as chairman; (2) as master of the ceremonies; (3) as the person managing or conducting

the entertainment or amusement. As to (1) it is clear from the section that the meeting referred to means a meeting for the purpose of profane debate on the Lord's day. As to (2) neither defendant could be said to be "master of the ceremonies." That description is applicable to amusements of a different character, which are in no respect analogous to the lectures in question. (3) Nor can it be said that either defendant "managed or conducted" the entertainment or amusement. The chairman on each occasion managed, not the entertainment, but the meeting of those present at the lecture. He had no authority but that derived from the consent of the audience. It was not shewn that he had anything to do with the selection of the lecturer. He could not control the gentleman who gave the entertainment, who might be amusing or dull as he thought proper. The chairman could not compel him to be either grave or gay, and any interference on his part with the lecturer on the ground that he was too entertaining would probably be resented by the meeting and would lead to the selection of another chairman. I do not consider that either defendant is shewn to have been liable on any of the foregoing grounds. I am therefore of opinion that the defendants Ward and King are not liable, and I give judgment for all the defendants, with costs.—Counsel, *Sir R. Webster*, Q.C., and *Chapman*; *Robson*, Q.C., and *Corrie Grant*. Solicitors, *Desborough, Son, & Prichard*; *Darley & Cumberland*, for *E. & H. Wilson*, Leeds.

[Reported by Sir Sherston Baker, Bart., Barrister-at-Law.]

ROBINSON, KING, & CO. *v.* LYNES—13th July.

Practice—Personal Judgment—Married Woman—Ante-nuptial Contract—Married Women's Property Act, 1882 (45 & 46 Vict. c. 75), s. 1, sub-section 2; s. 13—Joinder of Husband.

Appeal from an order of the master giving the defendant unconditional leave to defend. The action was brought against a lady as acceptor of a bill of exchange dated the 16th of March, 1894. The defence was that since the date of the bill the defendant had married. The master was of opinion that section 1, sub-section 2, of the Married Women's Property Act, 1882, applied, and that judgment could not be entered against the defendant under order 14 against the defendant's separate property, and gave unconditional leave to defend. The plaintiff appealed, and the judge at chambers referred the matter to the court. It was argued by counsel for the plaintiff that section 1, sub-section 2, of the Married Women's Property Act, 1882, did not apply to contracts entered into by a married woman before her coverture, that the plaintiff was entitled to judgment in common law form against the defendant personally, and not in the form settled by *Scott* v. *Morley* (20 Q. B. D., at p. 182), which was applicable to a claim under that sub-section, and that the defendant could not be entitled to have the proceedings stayed until joinder of her husband, inasmuch as it was not shewn that he had taken assets from her which could be taken by the plaintiff under a judgment against him. No counsel appeared for the defendant.

The Court (Wills and Vaughan Williams, JJ.) allowed the appeal.

Wills, J., in the course of his judgment said that the court were of opinion that the plaintiff was entitled to the personal judgment which was claimed against the defendant. At common law a married woman could have pleaded in abatement the non-joinder of her husband, but no application to stay proceedings in lieu of such a plea could now succeed, unless some good ground was shewn, such, for instance, as that the husband had taken property properly or improperly from his wife. In such a case, no doubt, the wife might be deprived of considerable protection if the husband were not joined, as she might to some extent be exonerated by execution against him. But there were no such facts in the present case, and, therefore, as she was sued alone, judgment might properly be given against herself alone, unless the law was altered by the Married Women's Property Acts. As to that, if a plaintiff was obliged to resort to sub-section 2 of section 1 of the Married Women's Property Act, 1882, he might be confined to the form of judgment settled in *Scott* v. *Morley*. But wider rights were claimed in the present action, and section 13 of that Act, the language of which was wider than sub-section 2 of section 1, provided that sums recovered against the wife should be payable out of her separate property, and under a personal judgment against her such separate property could be taken in execution. The judgment would, therefore, be in the form asked for by the plaintiff.—Counsel, *Turrell* (*Kisch* with him). Solicitors, *Kisch & Wake*.

[Reported by J. P. Mellor, Barrister-at-Law.]

EAST LONDON WATERWORKS CO. (Appellants) *v.* **CHARLES** (Respondent)—16th July.

Water Company—Recovery of Rates—Summary Proceedings—Limit of Time—Waterworks Clauses Act, 1847 (10 Vict. c. 17), ss. 74, 85—Railways Clauses Consolidation Act, 1845 (8 Vict. c. 20), s. 140—Jervis's Act (11 & 12 Vict. c. 43), s. 11—Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49), ss. 6, 35.

This was an appeal by way of special case from the decision of a metropolitan police magistrate dismissing a summons by which the appellant company claimed from the respondent £6 12s. for water rates, on the ground that as the sum so claimed had accrued due more than six months before the date of the summons his jurisdiction was ousted by section 11 of Jervis's Act (11 & 12 Vict. c. 43). That section provides that "in all cases where no time is already or shall hereafter be specially limited for making any such complaint or laying any such information in the Act or Acts of Parliament relating to each particular case such complaint shall be made and such information shall be laid within six calendar months from the time when the matter of such complaint or information respectively arose." The question argued upon the appeal was whether the above section applied to proceedings for the recovery of water rates before a magistrate. By section 81 of the East London Waterworks Act, 1853, the owner of a house not exceeding the annual value of £20 is made liable to the payment of the water rates chargeable in respect of such a house under that Act. The respondent in this case was the owner of several houses falling within this description in respect of which the sum claimed had become due and had been demanded by the appellants more than six months before the 18th of January, 1894, the date when the summons was issued. The contention of the respondent—which was upheld by the magistrate—was that at the end of the six months the rates ceased to be recoverable summarily before the magistrate, the summons being, it was said, a complaint to which section 11 of Jervis's Act applied. The East London Waterworks Act incorporates the Waterworks Clauses Act, 1847, which provides (section 74) that the undertakers may recover rates due "in the same manner as any damages for the recovery of which no special provision is made are recoverable by this or the special Act"; and section 85 of the same Act provides that "if the waterworks be in England or Ireland the clauses of the Railways Clauses Consolidation Act, 1845, with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matter referred to justices shall be incorporated with this and the special Act." Section 140 of the Railways Clauses Consolidation Act, 1845, provides that in cases where damages are recoverable and the method of ascertaining the amount or enforcing payment is not provided for "such amount in case of dispute shall be ascertained and determined by two justices, and if the amount so ascertained be not paid by the company or other party liable to pay the same within seven days after demand the amount may be recovered by distress of the goods of the company or other party liable as aforesaid, and the justices by whom the same shall have been ordered to be paid, or either of them, or any other justice on application, shall issue their warrant accordingly." Section 6 of the Summary Jurisdiction Act, 1879, enacts that "where under any Act, whether past or future, a sum of money claimed to be due is recoverable on complaint to a court of summary jurisdiction . . . such sum shall be deemed to be a civil debt, and if recovered before a court of summary jurisdiction shall be recovered in the manner in which a sum declared by this Act to be a civil debt recoverable summarily is recoverable under this Act and not otherwise." Section 35 of the same Act provides that a civil debt recoverable summarily is to be deemed to be a sum "for payment of which a court of summary jurisdiction has authority by law to make an order on complaint in pursuance of the Summary Jurisdiction Acts," and the section contains a proviso limiting the power of courts of summary jurisdiction to enforce such an order by imprisonment to cases where the person in default has since the date of the order had the means to pay. *Reg.* v. *Edwards* (13 Q. B. D. 586) and *Mayer* v. *Harding* (17 L. T. 140) were cited.

The Court (Wills and Kennedy, JJ.) dismissed the appeal.

Wills, J.—I think that this is a case in which Jervis's Act applies, and that the respondent's contention is correct. [His lordship read sections 74 and 85 of the Waterworks Clauses Act, 1847, and continued:—] It is plain that section 74 refers to section 85, and the latter section carries us to the section dealing with the recovery of damages not specially provided for—that is, to section 142 of the Railways Clauses Consolidation Act, 1845. That section must apply to proceedings for the recovery of rates under section 74 of the Waterworks Act unless there is some good reason to the contrary, such a reason as existed in *Reg.* v. *Edwards* owing to the subject-matter which was in dispute in that case. Now section 140 of the Railways Clauses Act does not say in what precise terms the order for payment is to be made, but the words of the latter part of the section assume that an order for payment can be and has been made. The "determination" of the justices under the earlier part of the section must amount to an order to pay: otherwise, the subsequent provisions as to recovery by distress could never apply, and the whole section would be absurd and inconsistent with itself. I think, therefore, that an order of the justices under section 140 determining the amount which is payable is in fact an order to pay that amount. Although *Reg.* v. *Edwards* was a case dealing with a different section, yet the subject of the decision is germane, and if a power to make an order to pay is to be implied in section 140, as I think it is, that decision is directly in point. I think section 142 also applies to these cases, but I do not think it excludes section 140, which is applied in terms by the other Acts. To arrive at a decision that section 11 of Jervis's Act applies, we must be satisfied that the summons here was a complaint for the recovery of money. Now whatever was the case before the Summary Jurisdiction Act, 1879, was passed, section 6 of that Act was to my mind clearly intended to apply to all proceedings before magistrates, and to divide them into two classes—complaints and informations. No injustice is done by taking that view, because the Act expressly provides that where proceedings are on complaint imprisonment is not to follow: in fact, proceedings which ought not to apply to civil debts are not to apply. Unless there is some insuparable difficulty in applying section 11 of Jervis's Act to proceedings such as these, I think it ought to be applied. Since 1879 there has been no such difficulty. Before the Summary Jurisdiction Act of that year was passed it might have been argued that a claim for a sum of money could not be a complaint, because it could not have been intended to punish a default in payment by imprisonment; when that Act was passed that danger was provided against. For these reasons I think that section 11 of Jervis's Act applies, and the complaint must be made within the six months' period. The decision of the magistrate was, in my opinion, right.

Kennedy, J., agreed. Appeal dismissed.—Counsel, *R. M. Bray*; *Travers Humphreys*. Solicitors, *George Kebbell & Miller*; *Saw & Sons*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

Bankruptcy Cases.

Re **McHENRY**, *Ex parte* **LEVITA**; **McDERMOTT** *v.* **BOYD**—C. A. No. 2, 27th July.

BANKRUPTCY—ANNULMENT—CREDITOR MAKING PRIVATE BARGAIN WITH BANKRUPT—SUBSEQUENT ADMINISTRATION OF DEBTOR'S ESTATE—CLAIM BY CREDITOR IN RESPECT OF THE PRIVATE ARRANGEMENT—PUBLIC POLICY.

Appeal by Levita from the judgment of North, J. (reported *ante*, p. 458, 42 W. R. 474). McHenry had been adjudicated a bankrupt prior to the Bankruptcy Act, 1883, and a debt of £25,000 due by him to Levita was admitted as provable in the bankruptcy. In 1889 the bankrupt and one of his principal creditors desired to have the bankruptcy annulled, and £40,000 was placed in the hands of trustees for the purpose of buying up the creditors' claims. McHenry entered into an agreement with Levita that in consideration of Levita assigning his debt to the trustees for £2,000 McHenry would pay Levita a sum of £6,000. This agreement was communicated to the trustees, but not to the other creditors. Levita assigned his debt of £25,000 to the trustees for £2,000, but the assignment made no mention of the agreement between McHenry and Levita. In February, 1890, a petition was presented for the annulment of the bankruptcy, and in the schedule to the petition were set out the names of the creditors who had proved in the bankruptcy, and had consented to the annulment, and what assignments had been made by them to the trustees. Levita was therein stated to have assigned his debt of £25,000 to the trustees for a sum of £2,000, but no mention was made of the agreement entered into between McHenry and Levita. Upon that petition the bankruptcy was annulled. McHenry died insolvent in May, 1891. An action for the administration of his estate having been instituted, Levita claimed as a creditor for the £6,000 under the above-mentioned agreement, and the chief clerk allowed his claim. On a summons taken out by McHenry's executors to vary the chief clerk's certificate North, J., disallowed Levita's claim (see *ante*, p. 458, 42 W. R. 474). Levita appealed.

THE COURT (Lord HERSCHELL, C., LINDLEY and DAVEY, L.JJ.) allowed the appeal.

Lord HERSCHELL, C., said that it was clear that Levita's claim should be allowed unless it were void in point of law as being immoral on the ground of being against public policy. McHenry's executors put their case thus: they contended that the bargain to pay the £6,000 was kept back from the other creditors in the bankruptcy and was concealed from the court when the annulment of the bankruptcy was obtained, and therefore that the claim could not be sustained. That depended on what were the function and principles applicable by the court with regard to what evidence the court would require in granting an annulment. In his lordship's opinion all that the court had to consider was whether all the creditors whose debts were provable had consented to the annulment at the time; if they did consent, all that was necessary to satisfy the court to allow the annulment had been established. That was shewn by the case of *Ex parte Duckworth* (16 Ves. 416). The only indication of a contrary view was a *dictum* of Lord Cairns in *Ex parte Jones* (L. R. 3 Ch. App. 144) that the court was not bound to annul the adjudication if the court was of opinion that the application for annulment was made for the purpose of obtaining an advantage over absent parties. It was not necessary to say if that view was well founded or not, as the present case was not a case of absent creditors, but, in his lordship's opinion, it was only necessary to bring before the court the fact of the consent of all the creditors who had proved, or their assignees, and it was not necessary to state the terms on which such consent had been obtained. It had been contended, however, that if the consideration were stated it should have been truly stated. His lordship did not see that there was any untrue statement of the consideration in the present case. The consideration for Levita's assignment of his debt was stated to be £2,000, and that was not the less true because there was a collateral agreement between Levita and McHenry that the latter should pay a further sum of £6,000 at a future date. His lordship did not see that there was any concealment in the true sense of the word from the court. The terms on which Levita's consent was obtained were immaterial for the obtaining of the annulment, and the non-statement of immaterial facts could not be a fraud upon the court. As to there being a fraud upon other creditors, if all the creditors had entered into the transaction on a common basis, and if the transaction had proceeded on that basis, then if any creditor bargained behind the others to get an advantage for himself, of course that bargain could not stand. But in the present case there was nothing to shew that the consent of the creditors was obtained on the faith of all of them being treated on a proportionate basis. North, J., seemed to have thought that the debtor by the annulment of the adjudication became discharged; but that was not so; on the annulment every right of every creditor came into force as it was before the adjudication. The cases of *Jackman* v. *Mitchell* (13 Ves. 581), *Hall* v. *Dyson* (17 Q. B. 785), *Murray* v. *Reeves* (8 B. & C. 421), and *Nerot* v. *Wallace* (3 T. R. 17) had no bearing on the present case.

LINDLEY and DAVEY, L.JJ., concurred.—COUNSEL, *Finlay*, Q.C., and *Clauson*; *Cozens-Hardy*, Q.C., *Herbert Reed*, Q.C., and *Braxholm*. SOLICITORS, *Linklater & Co.*; *Hores & Pattison*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

Re **LAMB**, *Ex parte* **BOARD OF TRADE**—C. A. No. 1, 6th July.

BANKRUPTCY—APPOINTMENT OF TRUSTEE—OBJECTION BY BOARD OF TRADE—RIGHT OF APPEAL FROM HIGH COURT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 21, SUB-SECTION 3; s. 104, SUB-SECTION 2 (*b*)—PROPRIETY OF APPOINTMENT—CONNECTION WITH BANKRUPT OR HIS ESTATE—BANKRUPTCY ACT, 1883, s. 21, SUB-SECTION 2.

Appeal by the Board of Trade from a decision of Vaughan Williams, J., in bankruptcy, confirming the appointment of a Mr. Gregson as trustee by the creditors of Lamb's estate. It appeared that Mr. Gregson was also appointed trustee of the estate of one Emerson, and that he was a creditor of Emerson's estate to the extent of £3,000, and of Lamb's estate to the amount of about £400. The principal asset in Lamb's estate was a claim to two-thirds of the Maplin Sands, and also to two-thirds of a sum of £30,000 payable by the War Office under an award in respect of a portion of the Sands taken by them. There was a claim on the part of Emerson's estate to be entitled to one-half of the above two-thirds of the Maplin Sands, and also to a like share of the £30,000, but this claim was disputed on behalf of Lamb's estate. No objection to Mr. Gregson was made by the Board of Trade on personal grounds, and they approved his appointment as trustee of Emerson's estate, but they objected to his appointment as trustee of Lamb's estate under section 21, sub-section 2, of the Bankruptcy Act, 1883, on the ground that his connection with or relation to the bankrupt or his estate made it difficult for him to act with impartiality in the interests of the creditors generally. This objection was, upon the request of the creditors, notified by the Board of Trade, under sub-section 3 of the above section, to the High Court. The appointment of Mr. Gregson as trustee of Lamb's estate was supported by a majority of the creditors, on the ground that it was desirable, in the interest of both estates, that certain negotiations for the sale of the remainder of the Maplin Sands, upon which the value of the assets largely depended, should be conducted by the same person. Mr. Justice Vaughan Williams adopted that view, and confirmed the appointment. The Board of Trade appealed to the Court of Appeal. A preliminary objection was taken to the hearing of the appeal by counsel for the respondents, creditors, on the grounds (1) that no appeal lay from a decision of the High Court under section 21, sub-section 3, of the Bankruptcy Act, 1883; and (2) that the Board of Trade was not a "person aggrieved" within the meaning of section 104, sub-section 2, of the Act.

THE COURT (Lord ESHER, M.R., and KAY and A. L. SMITH, L.JJ.) overruled the objection. It was clear that the decision appealed from was a decision in the nature of a judgment and was an "order." Whenever a dispute between parties came before a judge, which he, in his judicial capacity had to decide, that determination was equivalent to a judgment, he was bound to grant or refuse something, and therefore in either case to make an order. And by the express terms of the Bankruptcy Act, 1883, s. 104, an appeal lay to the Court of Appeal from any order of the High Court in bankruptcy. It was also clear that the Board of Trade were "persons aggrieved" within the meaning of the section: *Ex parte Official Receiver* (19 Q. B. D. 174). The creditors brought the Board of Trade before the judge in bankruptcy. The Board was then heard, and was clearly aggrieved by an adverse decision if it was wrong.

Upon the hearing of the appeal it was also urged by counsel on behalf of the respondents against the objection of the Board of Trade that the costs of the award already exceeded the amount payable under it, that there were heavy incumbrances upon the property, and that the inevitable result of appointing different persons as trustees of the two estates would be to renew the costly litigation.

THE COURT allowed the appeal.

Lord ESHER, M.R., in the course of his judgment said that Vaughan Williams, J., had not put the right question to himself in the case. The question was not whether it was advisable to have the same trustee for both estates in order to realize a particular asset, but whether, when it ultimately became necessary to distribute the assets, it would be difficult for a trustee in Mr. Gregson's position to act impartially towards the creditors of Lamb's estate. Inasmuch as it would be his duty as trustee of Emerson's estate to push the claims of that estate as against Lamb's estate, and as trustee of Lamb's estate to resist those claims so far as was reasonable, his position would be inconsistent, and it would be clearly difficult for him, however honourably he might desire to do so, to act impartially, more especially as he was himself a creditor of one estate for £3,000 and of the other to the extent of £400 only. Looking therefore at this difficulty as one in which an ordinary man would find himself, and as one which must arise, the objection of the Board of Trade was valid, and ought to be sustained.—COUNSEL, *Sir J. Rigby*, A.G., and *Muir Mackenzie*; *Haldinstein*; *H. Reed*, Q.C., and *Carrington*. SOLICITORS, *Solicitor to Board of Trade*; *Lindo & Co.*; *W. Rawlins*.

[Reported by J. P. MELLOR, Barrister-at-Law.]

Solicitors' Cases.

WELBY *v.* **STILL**—Kekewich, J., 26th July.

COSTS—MORTGAGE—DEDUCING TITLE—SOLICITORS' REMUNERATION ACT, 1881—SCALE FEE.

This was a summons to review taxation, and the question was whether the mortgagor's solicitor was entitled to be paid the scale fee for deducing title and perusing and completing mortgage. The property mortgaged consisted of leaseholds held by the mortgagor under several leases granted to him. The mortgagor's solicitor furnished the mortgagee's solicitor with a short statement of the dates and particulars of the leases, which were all in the same form, and also a form of the covenants.

KEKEWICH, J., said that what was done by the solicitor in this case did not amount to a deduction of title, but only to a production of the leases, and that the solicitor was not entitled to charge the scale fee.—COUNSEL, *Renshaw*, Q.C., and *Yate Lee*; *Upjohn*. SOLICITORS, *Trower & Co.*; *R. Chapman*.

[Reported by F. T. DUKA, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ELECTIONS TO COUNCIL.

The adjourned annual general meeting of the Incorporated Law Society was held on Thursday afternoon at the hall of the society in Chancery-lane, the president, Mr. JOHN HUNTER, taking the chair for the purpose of receiving the report of the scrutineers as to the result of the election by ballot which has been proceeding for the last three weeks for the purpose of filling up the ten vacancies on the council caused by the retirement of members in rotation, and two vacancies caused by the death of Sir Hy. Watson Parker (London) and Mr. Barnard Platts Broomhead Colton-Fox (Sheffield).

Mr. GRANTHAM R. DODD (chairman of the scrutineers) read the report as follows:—

"Report of the scrutineers appointed by the president of the society certifying the result of the election of twelve members of the council.

Pursuant to the appointment by the president at the meeting of the society held on the 13th of July, 1894, in compliance with bye-law 46 we, the undersigned scrutineers so appointed, beg to present to the members of the society our report certifying the result of the election, which has been conducted in accordance with the charter and bye-laws of the society.

The secretary handed to us on Monday, the 30th of July, a box containing the voting papers, which, he informed us, had been placed in it as they were delivered.

The first schedule hereto annexed contains the total number of voting papers received.

The same schedule sets forth the number of voting papers rejected and the grounds of rejection.

The total number of votes in favour of each candidate is set forth in the second schedule hereto annexed.

The third schedule contains the names of those candidates whom we find and certify to be duly elected.

The voting papers have been duly closed up under our seal, and will be retained in our care for a period of one month, which will expire on the 3rd of September next, when we shall destroy them as provided by section 2 of bye-law 46.

(Signed) GRANTHAM R. DODD, Chairman.
J. H. KAYS.
WILFRED MILNE.
HERBERT R. OLDFIELD.
JNO. V. WATSON.

30th July, 1894.

The first schedule referred to in the annexed report:

Total number of voting papers received		3,151
Received after the prescribed date	10	
Received unsigned	4	
No name struck out	2	
Total ...	16	

The second schedule referred to in the annexed report:

Joseph Addison	2,771
Henry Attlee	2,149
J. S. Beale	2,577
E. K. Blyth	1,996
Wm. Godden	2,609
James Heelis	3,000
Grinham Keen	2,721
N. T. Lawrence	2,821
J. C. Leman	2,090
Sir Thos. Paine	2,771
Sir A. K. Rollit	2,887
W. M. Walters	2,864
A. Wightman	2,958

The third schedule referred to in the annexed report:

Jas. Heelis	3,000
Arthur Wightman	2,958
Sir A. K. Rollit, M.P.	2,887
W. M. Walters	2,864
N. T. Lawrence	2,821
Sir Thos. Paine	2,771
Joseph Addison	2,771
Grinham Keen	2,721
W. Godden	2,609
J. S. Beale...	2,557
Hy. Attlee	2,149
J. C. Leman	2,090

(Signed) GRANTHAM R. DODD, Chairman.
J. H. KAYS.
WILFRED MILNE.
HERBERT R. OLDFIELD.
JNO. V. WATSON.

30th July, 1894."

Mr. DODD observed that this was the heaviest poll which had ever been taken in connection with these annual elections; and the proceedings terminated with a vote of thanks to the scrutineers, moved by the CHAIRMAN, and seconded by Mr. F. K. MUNTON.

It will be seen that the whole of the retiring members of the council who sought re-election have been returned, and that the newly-elected members are: Mr. Hy. Attlee (Druces & Co., London), Mr. Jas. Saml. Beale (Beale, Marigold, & Co., London), Mr. Jas. Heelis (Slater, Heelis, & Co., Manchester), Mr. J. Curtis Leman (Leman, Groves, & Leman, London), and Mr. Arthur Wightman (Broomhead, Wightman, & Moore, Sheffield). Mr. Edmund Kell Blyth (Wilkins, Blyth, Dutton, & Hartley, London) was the unsuccessful candidate.

The following are extracts from the report of the council continued from page 652:—

Incorporated Council of Law Reporting.—In consequence of the abolition of Queen's Advocate and the dissolution of Serjeants'-inn, the Council of Law Reporting deemed it expedient to vary their constitution, with the consent of their governing bodies, of which this society is one, so as to introduce three members, one as an *ex-officio* member in the place of the Queen's Advocate and the other two in place of those formerly appointed by Serjeants'-inn, and it has been decided that the president for the time being of the Incorporated Law Society should be an *ex-officio* member of the Council of Law Reporting to fill one of these vacancies. The other *ex-officio* members are the Attorney and Solicitor-General.

Pauper Litigants.—At the special general meeting of the members of the society held in January last attention was called to a case in which an order was made appointing a solicitor to defend a pauper litigant, against the wish of the solicitor, expressed to the judge. A resolution was passed requesting the council to consider ord. 16, r. 26, in all its bearings. The council are in communication with the Lord Chancellor on the subject.

Death Duties.—The Government in their Finance Bill for this year propose very extensive alterations in respect of the probate and account stamp duties. [The report states the nature of the Bill as originally proposed, and continues:—] The Bill was considered by a committee of the council, and a report upon the difficulties which it appeared to this committee would be created in realizing the property of a deceased person or in any future dealings with the property after it had been realized was drawn up and circulated extensively amongst the members of the Legislature, including the leading lawyers and financiers on both sides of the House of Commons. The council also prepared an amendment with the object of limiting in favour of purchasers and others the time within which the estate duty may be recovered, following the principle of the limitation clauses of the Inland Revenue Act, 1839, relating to legacy and succession duties. As the Bill is still in Committee in the House of Commons, and is being altered day by day, it is impossible to say how far the suggestions made by the council will be adopted, but the Chancellor of the Exchequer has already announced that he proposes to strike out of the Bill the clause prohibiting bankers and others from paying or allowing the transfer of securities without the production of the certificate that duty is paid, and several other suggestions made by the council have been incorporated into the clauses which have already passed the Committee of the House of Commons, or have been postponed for consideration when the Bill comes up again in the House on report. The value of the suggestions made by the council has thus been fully recognized on both sides of the House.

Land Transfer Bill, 1894.—This Bill as originally introduced was, with the exception of one clause, identical with the Bill which was withdrawn last session. The new clause was introduced in order to facilitate the obtaining of temporary loans without the necessity of registering a formal mortgage. This is to be done, not by the simple and completely effectual step of making the land certificate evidence of title, but by enabling the landowner to take out a separate certificate which would in effect be so. In other words, the proposal is to create two certificates—a cumbersome process which will enable the Land Registry to charge an additional fee. The council at once appointed a committee, of which every country member of council was a member, and convened a conference at the society's hall of representatives of every provincial law society to consider the Bill. The subject was fully discussed, and as it was felt that the Bill was open to the same serious objections as were urged last year, it was determined that its progress should be vigorously opposed, with the object of either striking out the compulsory clauses altogether, or of securing that before the Bill proceeded further it should be referred to a select committee or royal commission, with power to take evidence as to the present working of the system of registration of title as compared with the existing mode of conveyancing. The observations issued by the council upon the Bill have been sent to the Lord Chancellor and to the legal press, as well as to the different law societies, and will be widely circulated. At present the Bill is before the Standing Committee of the House of Lords, but it is believed that it will not be further proceeded with until the Finance Bill has been read a second time in that House. In the meantime every arrangement is being made to insure a full discussion of the measure whenever it is brought down to the House of Commons.

Patent Agents Bills.—Two Bills have been introduced into Parliament this session for the registration and discipline of patent agents, either of which, as drawn, would have prevented a solicitor not only from describing himself as a patent agent, but from acting in any way as such. Until the passing of the Patents, Designs, and Trade-Marks Act, 1888, solicitors were entitled not only to act as patent agents but to so describe themselves. By section 1 of that Act it was provided that no person should be entitled to describe himself as a patent agent unless he was registered as a patent agent in pursuance of that Act. The council placed themselves in communication with the the Chartered Institute of Patent Agents and the Society of Patent Agents, and in the result amendments have been agreed upon preserving the right of solicitors to do all work relating to patents.

London Streets and Buildings Bill.—The London Streets and Buildings Bill of this session, promoted by the London County Council, contained a clause which enabled the county council to authorize unqualified persons to do their legal work. The council presented a petition against this

clause of the Bill. The objections of the council were considered with great courtesy by the promoters, and in the result the clause was omitted.

Audience at Quarter Sessions.—The council have again considered the question of the right of audience of solicitors at quarter sessions, and have passed a resolution that it would be very convenient for the public that the profession should have this right, as in many cases it is very inconvenient, if not impossible, to secure the services of barristers. When an opportunity occurs the council propose to take further action in this matter.

Audience in County Courts.—The council drew the attention of the Lord Chancellor to the question as to the right of audience in county courts of clerks to solicitors who are themselves duly-qualified solicitors, which is one of considerable importance, particularly to solicitors practising in the country. It was pointed out to the Lord Chancellor that section 72 of the County Courts Act, 1888, defining the parties who have the right of audience in county courts, includes solicitors acting generally in the action or matter, but not a solicitor retained as an advocate by another solicitor; and there is a proviso in the following words:—"But, subject to such regulations as the judge may from time to time prescribe for the orderly transaction of business of the court, the right of a solicitor to address the court shall not be excluded by reason only that he is in the permanent and exclusive employment of any other solicitor." The Lord Chancellor was urged to give effect to what the council believe to be the intention of this section, either by rule or, if necessary, by amending the law so as to give beyond all doubt a right of audience in county courts to clerks to solicitors who are themselves duly-qualified solicitors, appearing as advocates on behalf of their permanent and exclusive employers. The Lord Chancellor replied that the question seemed to him to be one involving the construction of the statute, and that, therefore, it was one in which his lordship ought not at that stage to express an opinion until an interpretation had been put upon the section by a court of law. A decision on the point adverse to the right of the clerk to be heard was subsequently pronounced by his honour Judge Snagge. An appeal against this decision has been brought by way of an application for a writ of mandamus to the judge to hear the clerk. This appeal has been heard, but the Divisional Court (Cave and Collins, JJ.) have discharged the rule, and therefore upheld the decision of his honour Judge Snagge. The council will now renew their communications with the Lord Chancellor, with the view of obtaining further legislation on the subject.

Bankruptcy and Winding up.—The council drew the attention of the Lord Chancellor to the inconvenience caused by Vaughan Williams, J., going on circuit, which took him away from the winding-up business. In order to dispose of this business his lordship had been in the habit of coming to town on Saturdays and sitting, sometimes as late as seven o'clock, which was very inconvenient for barristers and solicitors, and did not conduce to the satisfactory disposal of the business either in London or the country. The council suggested that his lordship should receive a small deputation with a view of explaining the extent to which the inconvenience in question has been felt, particularly in connection with the winding up of the Australian banks, where expedition was of the greatest importance having regard to the very large amount of money involved. The council added that the deputation would be able to satisfy his lordship that there was good foundation for the complaints which had been made, notwithstanding the untiring efforts of the judge and his staff to carry on satisfactorily the business which they had to transact. The Lord Chanellor replied that steps would be taken to obviate the difficulty to which attention had been called. Since that time, whenever Vaughan Williams, J., has been absent on circuit, some other judge has been appointed to discharge his duties during his absence.

False Declarations in Conveyancing Transactions.—A case occurred in which it was alleged that a person resident abroad had made a statutory declaration as to his title to certain property which was false. Proceedings were thereupon commenced against him for perjury before a London police magistrate, but the magistrate refused to issue a warrant, on the ground that the case did not come within the statute. The council called the attention of the Home Secretary to the matter, with a request that if necessary the defect might be cured by fresh legislation providing that a person who makes any statutory declaration knowing it to be false should be liable to punishment. A reply was received from the Home Secretary to the effect that he had consulted the Law Officers of the Crown on the subject, who had advised that any person making a false statutory declaration could be indicted for perjury.

Solicitors as County Magistrates.—During the progress of the Parish Councils Bill through Parliament an effort was made by Sir Albert Rollit in the House of Commons to remove to some extent the anomaly which at present exists with regard to the appointment of solicitors as magistrates. As the law now stands solicitors can be appointed to act as justices for boroughs, but they are disqualified from acting as justices for counties in which they practise. The Local Government Bill contained clauses providing that the chairman of a district council, "unless a woman or personally disqualified," should be a justice for the county in which the district is situated. This personal disqualification would shut out solicitors, and Sir Albert Rollit, in the interests of the profession, moved an amendment, the object of which was to enable solicitors who may be elected as chairmen of district councils to act as magistrates for the counties in which the districts are situated. The amendment, though viewed favourably by the Government, was negatived, and the Bill with the disqualifying provision was sent up to the House of Lords. As members will have seen from previous annual reports, the council have for several years petitioned in favour of the Solicitors (Magistracy) Bill introduced by Mr. Maclure with the object of enabling a solicitor to be appointed a justice of the peace for the county in which he practises, on the understanding that he would not directly or indirectly, by himself or his partners, practise before any bench on which he might have a seat. The council on each occasion urged that it would be for the public advantage that men who have had a legal training and who possess the knowledge and experience which solicitors acquire before admission and in the course of their practice afterwards, should not be restrained from administering justice in magisterial courts in their own counties, provided they pledged themselves not to practise in any way before their own bench. The council drew the attention of the Lord Chancellor to the clause in the Parish Councils Bill, and pointed out the disqualification of solicitors above referred to. They considered that this was an anomaly for which no sufficient reason existed. They informed his lordship of the steps which they had taken in connection with the Solicitors (Magistracy) Bill, and asked him to amend clause 22 so as to enable a solicitor who may be appointed chairman of a district council to act as a justice of the peace for the county in which he practises, notwithstanding the existing restriction against his appointment. The whole clause was struck out of the Bill in the House of Lords. The House of Commons dissented from the Lords' amendment, and ultimately the clause was restored, thus continuing for the present an injustice to the profession which the council, however, trust may soon be removed.

NEW ORDERS, &c.

ORDER OF TRANSFER.

ORDER OF COURT.

Friday, the 27th day of July, 1894.

I, The Right Honourable FARRER, BARON HERSCHELL, Lord High Chancellor of Great Britain, do hereby Order that the Action of "William Adolphus Cumby (Plaintiff) and the Right Honourable George Augustus, Viscount Parker, and another, and The New Travellers' Chambers, Limited (Defendants)"—1894—C.—1936, shall be Transferred from The Honourable Mr. Justice KEKEWICH to The Honourable Mr. Justice VAUGHAN WILLIAMS.

HERSCHELL, C.

LEGAL NEWS.

OBITUARY.

We regret to announce the death of Mr. GEORGE YOUNG ROBSON, barrister, on the 28th ult., at the age of eighty-four years. Mr. Robson was the son of Mr. Thomas Robson, of Holtby Hall, Yorkshire, was educated at University College, Oxford, and was called to the bar in 1838. He became widely known by his masterly treatise on the law of bankruptcy, which passed through many editions, always under the careful supervision of the author; the last edition, published in the present year, being not less admirably revised than its predecessors. For very many years Mr. Robson had a good practice in the Bankruptcy Court, and probably no one equalled him in his best days in his grasp of the branch of law administered in that court. The readers of this journal had the benefit, during several years, of occasional contributions from his pen on points which, from time to time, specially attracted his attention.

Mr. WILLIAM BRUCE, the stipendiary magistrate for the city of Leeds, died on Wednesday at the age of seventy years. He was called to the bar in 1858, and was appointed stipendiary magistrate in June, 1869. His death was due to an affection of the heart, which resulted from an attack of influenza.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

FREDERICK INNES CURREY and RICHARD JOHN VILLIERS, solicitors, Field-court, Gray's-inn (Ullithorne, Currey, & Villiers). June 8.

JOHN ST. AUBREY MANSEL GWYNNE-GRIFFITH and HENRY FRANCIS EVERARD CAPPER, solicitors, 63, Lincoln's-inn-fields (Gwynne-Griffith & Capper). July 30. [*Gazette*, Aug. 31.

GENERAL.

Lord Thring has had to undergo an operation in consequence of an affection of his eyesight.

On Tuesday the Royal assent was given to the Consolidated Fund (No. 3), Finance, Zanzibar Indemnity, Parochial Electors (Registration Acceleration), and other Bills.

It is announced that Sir Henry James, Q.C., M.P., will entertain about half the members of the Royal Courts of Justice staff and some of the police engaged at the Law Courts at dinner and tea at his seat, Shoreham-place, Kent, on Saturday next, when various sports and games will be engaged in. The Lord Chancellor is expected to be present on the occasion.

It is stated that Mr. Justice Day is seriously ill, and will not again sit in court before the Long Vacation. He has been ordered away immediately by his medical attendant for the benefit of his health. The learned judge caught a severe cold when he was on the South-Eastern Circuit, and is still suffering from its effects.

The *Times* says that the joint committee appointed to consider all Statute Law Revision Bills and Consolidation Bills of the present session

report that in a few cases they have corrected obvious mistakes in the amending Acts, and that in two or three instances the law of 1854 and 1855 was found to be quite obsolete. In such cases the committee have amended the Bill so as to give effect to the existing state of circumstances. The committee are of opinion that the Copyhold (Consolidation) Bill may be accepted as an accurate measure of consolidation.

The *Times* Paris correspondent says that the Civil Tribunal has settled a difficult question under the divorce law. It has annulled a marriage between a divorced woman and her ex-husband's brother, on the ground that divorce does not destroy affinity. The President of the Republic may "for serious reasons" grant a dispensation for a marriage between a brother-in-law and a sister-in-law, no matter whether the first husband or wife be dead or merely divorced, but in this case no dispensation had been applied for.

The *St. James's Gazette* says that some amusement was caused at Leeds Assizes on Tuesday, when Benjamin Birkhead, a labourer, was charged with having set fire to a summer-house, the property of the Huddersfield guardians, on June 28. An attempt was made to communicate the charge to the prisoner, but he intimated that he could not hear. The charge was then written on a piece of paper by Mr. Bromley, clerk of assize. It was placed before the prisoner, but he said he could not make it out. His lordship: Is it Mr. Bromley's writing?—A barrister: Yes. His lordship: Oh, you had better let some one else try. Another attempt was made, but the prisoner, having attempted to read it by placing it in various positions, gave it up without distinguishing the writing. The prisoner was found guilty. His lordship wrote his sentence of six months with hard labour on a sheet of foolscap and banded it to a warder, who placed it before the prisoner. Birkhead looked at it for some time, shading his eyes with his hands, and then turning to the warder, he said, "Six months—is that so?"

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Aug. 6	Mr. Jackson	Mr. Lavie	Mr. Rolt
Tuesday 7	Clowes	Carrington	Farmer
Wednesday 8	Jackson	Lavie	Rolt
Thursday 9	Clowes	Carrington	Farmer
Friday 10	Jackson	Lavie	Rolt
Saturday 11	Clowes	Carrington	Farmer
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Aug. 6	Mr. Ward	Mr. Pugh	Mr. Godfrey
Tuesday 7	Pemberton	Beal	Leach
Wednesday 8	Ward	Pugh	Godfrey
Thursday 9	Pemberton	Beal	Leach
Friday 10	Ward	Pugh	Godfrey
Saturday 11	Pemberton	Beal	Leach

The Long Vacation will commence on Monday, the 13th day of August, and terminate on Tuesday, the 23rd day of October, 1894, both days inclusive.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HISCOTT.—July 25, at Brook Green, the wife of Thomas Henry Hiscott, solicitor, of a son.

PHILLIMORE.—July 31, at 29, Cadogan-terrace, S.W., the wife of George Grenville Phillimore, barrister-at-law, of a son.

MARRIAGE.

HEWITT—STEVENSON.—July 25, at Manchester, Edgar Hewitt, solicitor, of Higher Broughton, to Florence Maud Stevenson.

DEATHS.

HOWLETT.—July 27, Francis John Howlett, solicitor, Wymondham, aged 58.

ROBSON.—July 28, at Putney, George Young Robson, barrister-at-law, of the Inner Temple and 5, New-square, Lincoln's-inn, aged 81.

SHAPLAND.—July 24, at Kennington-park, John Terrell Shapland, of Gracechurch-street, E.C., solicitor, aged 53.

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAERPHILLY WORKMEN'S CO-OPERATIVE SOCIETY, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to James White, 39, Kingsdown parade, Bristol

"GONDOLA" STEAMSHIP CO, LIMITED—Creditors are required, on or before Aug 29, to send their names and addresses, and particulars of their debts or claims, to Charles Edward Lamplough and John Thomas Matthews, Sun ct, Cornhill. Williams, Cornhill, solor for liquidators

MARABEN (TRANSVAAL) LAND CO, LIMITED—Creditors are required, on or before Sept 10, to send their names and addresses, and particulars of their debts or claims, to Robert Arnot, 85, Gracechurch st. Stretton & Co, Cornhill, solors for liquidator

SERAJGUNGE JUTE CO, LIMITED—Creditors are required, on or before Sept 30, to send their full names and addresses, and particulars of their debts or claims, to William Adolphus Browne, Winchester House, Old Broad st. Hollams & Co, Mincing lane, solors for liquidator

TIOMAN (PAHANG) SYNDICATE, LIMITED—Creditors are required, on or before Sept 14, to send their names and addresses, and particulars of their debts or claims, to Herbert Leeds Swift, 7, Blake st, York

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

MIDDLETON AND TONGE COTTON MILL CO, LIMITED—Petn for winding up, presented July 26, directed to be heard at the Chancery Court, Assize Courts, Manchester, on Tuesday, Aug 7. Boote & Edgar, 20, Booth st, Manchester, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 6

FRIENDLY SOCIETY DISSOLVED.

ROYDS ARMS HOTEL NO. 2 TERMINATING £30 MONEY CLUB SOCIETY, Rochdale, Lancs July 21

London Gazette.—TUESDAY, July 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BILLING & CO, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and particulars of their debts or claims, to Claude Heaton Montford, care of Billing & Co, 8, Smart's bldgs, High Holborn. Ellis & Co, 23, College hill, solors for liquidator

COLOMBIA GOLD DREDGING CO, LIMITED—Creditors are required, on or before Sept 9, to send their names and addresses, and particulars of their debts or claims, to William Brock Keen, 3, Church court, Old Jewry

METROPOLITAN COMMON LODGING HOUSE ASSOCIATION, LIMITED—Creditors are required, on or before Sept 10, to send their names and addresses, and particulars of their debts or claims, to George Sims, 2, Raymond's bldgs, Gray's inn. Bucknill, 2, Raymond's bldgs, solor for liquidator

NATIONAL INVESTMENT AND GUARANTEE CORPORATION, LIMITED—Petn for winding up, presented July 30, directed to be heard on Aug 8. Smith & Son, Gresham House, Old Broad st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 7

TICKET PRINTING CO, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and particulars of their debts or claims, to G. R. Neilson, 50, Old Broad st

FRIENDLY SOCIETIES DISSOLVED.

HAND-IN-HAND BENEFIT SOCIETY, Tring, Hertford. July 21

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 13.

ELLENBOROUGH, Right Hon. CHARLES EDMUND Baron, Buckingham gate Oct 1 Ellenborough v Woodrooffe, North, J Woodrooffe & Burgess, New sq, Lincoln's inn

FERNYHOUGH, THOMAS, Bradley, Derby, Farmer Aug 27 Critchlow v Hill, Chitty, J Rigby, Ashbourne

MILNER, JONATHAN, Lower Broughton, Lancs, Gent Aug 20 Foxall v Milner, Registrar, Manchester Addleshaw, Manchester

London Gazette—TUESDAY, July 17.

MURPHY, BARTHOLOMEW, Wapping Wall, Licensed Victualler Aug 8 Argent v Murphy, Stirling, J Field, 12, Queen st

PIERCE, WALTER, Liverpool, Solicitor Sept 1 Crawford v Pierce, Kekewich, J Winstanley & Co, Liverpool

London Gazette.—FRIDAY, July 20.

DENBY, THOMAS WILLIAM, Frederick's pl, Old Jewry, Solicitor Sept 1 Ellis v Denby, Stirling, J Heppell, Frederick's pl, Old Jewry

London Gazette.—TUESDAY, July 24.

HILLIARD, JAMES ARTHUR, Cornhill, Solicitor Sept 1 Mathews v Hilliard, Kekewich, J Billing, Surrey House, Victoria Embankment

NURRISH, FREDERICK HALLETT, Birmingham, Engraver Aug 31 Andrews v Nurrish, North, J Ludlow, Birmingham

London Gazette.—FRIDAY, July 27.

ELLISON, MARGARET ANN, Manchester, Grocer Aug 27 Allsop v Hughes, Registrar, Manchester Dixon & Linnell, Manchester

JENKINS, JOHN ANDREW, Tenby, Pembroke, Auctioneer Aug 31 Protheroe v Jenkins, North, J Lock, Tenby

STARK, JAMES, Bridgewater, Provision Merchant Aug 31 Stark v Coombs, Kekewich, J Baker, Bridgewater

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 24.

BEER, MARY, Exeter Sept 1 J & S P Pope, Exeter

BISSET, Sir JOHN JARVIS, J P, Folkestone Aug 31 Norton & Co, Victoria st

BRUCE, Rev WILLIAM, Usk, Mon Aug 21 Markby & Co, Coleman st

CAVE-BROWN-CAVE, FITZHERBERT ASTLEY, Longridge, Clerk in Holy Orders Aug 25 Finch & Johnson, Preston

CLARK, JOHN, Folkestone, Schoolmaster Sept 20 Hall, Folkestone

CUNNINGHAM, WILLIAM BENJAMIN, Oxford, Gent Sept 29 Walsh, Oxford

DALGLEISH, PETER, Stalybridge, Bank Accountant Aug 31 Innes, Stalybridge

DENMAN, Hon Mrs FRANCES STARKIE MARY Sept 19 Trower & Co, Lincoln's inn

DENNIS, JOHN, Harlow, Dealer Aug 25 Baker & Thorneycroft, Bishop's Stortford

DENTON, SAMUEL GEORGE, Holloway, Thermometer Maker Sept 1 Lickorish & Co, Queen Victoria st

DOD, ELIZA ANNETTE, Marlborough pl Sept 2 Dod & Co, Berners st

FENWICKE, Rev GERARD CHARLES, Blaston Manor, Leicester Aug 21 Douglass, Market Harborough

FISK, HENRY, Ipswich, Innkeeper Sept 1 Cobbold & Co, Ipswich

GREENSLADE, EDWARD ACRAMAN, Bristol, Brush Manufacturer Sept 29 Beckingham & Co, Bristol

GRIFFITHS, WILLIAM, Penley, Flint Sept 1 Salter & Giles, Ellesmere, Salop

HOOPER, PELLY, Wyke Regis, Esq Aug 31 Steggall & Co, Weymouth

HUDSON, ELIZABETH HARRIOT, Folkestone Aug 13 Lee & Co, Queen Victoria st

JACKSON, ADA ELIZABETH, Cheadle Sept 1 Earle & Co, Manchester

KING, WILLIAM, Brighton, Dairy Farmer Aug 31 Verrall & Borlase, Brighton

LANE, MARY ANN, Berkhamsted Aug 20 Bullock & Penny, Berkhamsted

LOUGHBOROUGH, ARTHUR, Hampstead, Barrister at Law Oct 1 Loughborough & Co, Austin Friars

MASON, SAMUEL BURNETT, Kingston upon Hull, Wine Merchant Aug 31 Looking & Holdich, Hull

McGRAN, JAMES THOMAS, Burton on Trent, Cycle Manufacturer Sept 4 Robinson, Sheffield

MITCHELL, EDWARD, Plymouth, Boatswain Aug 25 Dobell, Plymouth

PROCTOR, SYDNEY EDMUND, Birmingham, Physician Aug 7 Ross E J Proctor, 36, Sutton st, Aston rd, Birmingham

ROBERTS, GEORGE KIRKBY, East Retford, Tax Collector Sept 21 Mee & Co, Retford

ROWBOTHAM, JOHN, Macclesfield, Silk Manufacturer Sept 6 Hand, Macclesfield

SPIER, MARIA, Manchester Sept 1 Emanuel, Southampton

TABLTON, SOPHIA AUGUSTA, Hyde Park gdns Aug 31 Arnold & Henry White, Marlborough st

TURNER, WILLIAM POWER, Worcester, Gent Aug 30 Beauchamp, Worcester

WAAGEN, ALFRED, Sydney, New South Wales Dec 31 Greening, Fenchurch st

WAITMAN, EMMA, Lower Mortlake rd Aug 11 White, Furnival's inn

WILD, CHARLES AUGUSTUS, Sandhurst, Esq Sept 1 Marchant & Co, George yd

YATES, ARTHUR RAYMOND, Middle Temple, Barrister at Law Aug 14 G S & H Brandon, Essex st

YOUNG, HENRY, Dunstable July 26 Gery, Vere st

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 27.

RECEIVING ORDERS.

ALDERSON, ALICE, Tunbridge Wells, Spinster Tunbridge Wells Pet June 22 Ord July 18

ANDERSON, FREDERICK, Woolaston, Innkeeper Newport, Mon Pet July 23 Ord July 23

BEESLEY, JOHN, Liverpool, Wine Merchant Liverpool Pet July 13 Ord July 25

BENTLEY, ARTHUR, Nunhead, Builder High Court Pet July 10 Ord July 24

BERNSTEIN, FELIX, Hatton grdn, Merchant High Court Pet July 25 Ord July 25

BIRKETT, EDWARD, Regent st, Esquire High Court Pet July 3 Ord July 23

BOND, THOMAS EDWARD, Birmingham, Engineer Birmingham Pet July 25 Ord July 25

BREWARD, RICHARD, Melton Mowbray, Coal Dealer Leicester Pet July 24 Ord July 24

CHOLMONDELEY, H R, Aldershot, Captain Guildford Pet May 8 Ord July 24

CLEVELAND, ALFRED ARNOLD, Brixton High Court Pet July 3 Ord July 24

COLLARD, CLIFFORD WATTS, Bristol, Butcher Bristol Pet July 24 Ord July 24

CROSSLEY, JOHN, Burnley, Painter Burnley Pet July 25 Ord July 25

CURTIS, CHARLES, Newton Abbot, Picture Frame Maker Exeter Pet July 23 Ord July 23

DAVIES, JOHN, Llansamlet, Glam, Haulier Neath Pet July 23 Ord July 23

ENGELAND, JUSTUS, Peckham, Baker High Court Pet July 24 Ord July 24

FOSTER, JOHN MAYNE, Ibstock, Draper Leicester Pet July 4 Ord July 25

FREEMAN, MARY AMY, Wolverhampton, Jeweller Wolverhampton Pet July 11 Ord July 24

GATENBY, JOHN, Middlesborough, Greengrocer Stockton on Tees Pet July 24 Ord July 24

GODFREY, PETER, Leeds, Commission Agent Leeds Pet July 21 Ord July 21

GREEN, ALFRED, Bournemouth, Grocer's Assistant Poole Pet July 24 Ord July 24

GREEN, JOHN, Witton le Wear, Horse Dealer Durham Pet July 24 Ord July 24

HALES, GEORGE, Gt Yarmouth, Beerhouse Keeper Gt Yarmouth Pet July 23 Ord July 23

HOOPER, JOHN, Plymouth, Accountant Plymouth Pet July 25 Ord July 25

HUMPHREYS, JOHN WATKIN, Wrexham, Fruiterer Liverpool Pet July 24 Ord July 24

JENNINGS, JOHN, Lee, Confectioner Windsor Pet July 10 Ord July 21

JONES, WILLIAM FREDERICK, Brecon, Saddler Merthyr Tydfil Pet July 23 Ord July 23

KAY, GEORGE, Bolton, Provision Dealer Bolton Pet July 25 Ord July 25

LEE, FREDERICK, Pimlico, Pensioner High Court Pet July 24 Ord July 24

LEWIS, ALFRED, Hereford, Confectioner Hereford Pet July 25 Ord July 25

LODWIG, THOMAS, Swansea, Plumber Swansea Pet July 23 Ord July 23

LOVEGROVE, LOUISA, Bath, Lodging House Keeper Bath Pet July 23 Ord July 23

MARTIN, WILLIAM, Haltwhistle, Builder Carlisle Pet July 24 Ord July 24

MERCER, FREDERIC, Kingston upon Hull, Physician Kingston upon Hull Pet July 24 Ord July 24

MILLER, GEORGE SAMUEL, Nunhead, Baker High Court Pet July 24 Ord July 24

MITCHELL, GEORGE, Sunderland, Shipowner Sunderland Pet April 11 Ord July 23

MOORE, OSCAR, Stock Exchange, Stockbroker High Court Pet June 15 Ord July 25

MUNDAHL, CARL MAGNUS, Great Grimsby, Smackowner Great Grimsby Pet July 13 Ord July 24

NARUNSKY, MORRIS, Leeds, Boot Manufacturer Leeds Pet July 23 Ord July 23

NICHOLLS, SILAS, St John's, Kent, Wharf Manager Greenwich Pet June 6 Ord July 24

PAGE, JAMES BANKS, Husbands Bosworth, Corn Merchant Leicester Pet July 24 Ord July 24

PEARSE, WILLIAM, Guilden Morden, Publican Cambridge Pet July 24 Ord July 24

RAMSBOTTOM, FRANCIS, Bury, Loom Overlooker Bolton Pet July 23 Ord July 23

REDMAN, JOSEPH MILNER, Holloway rd, Clerk High Court Pet July 23 Ord July 23

SAUNDERS, HENRY BANYARD, Liverpool, Company Director Liverpool Pet July 12 Ord July 25

SAUNDERS, THOMAS, Neath, Labourer Neath Pet July 23 Ord July 23

SHIPTON, THOMAS HENRY, Sydenham, Traveller Greenwich Pet July 21 Ord July 21

SMITH, JOHN HENRY, Oldham, Engineer Oldham Pet July 25 Ord July 25

SPURGEON, RICHARD MESSANT (jun), Lewisham High rd, Draper Greenwich Pet April 7 Ord July 20

TAYLOR, PAUL, Birmingham, Carpet Factor Birmingham Pet July 23 Ord July 23

TEINMAN, MARK, Leeds, Slipper Maker Leeds Pet July 25 Ord July 25

TRIGG, JOHN, Deptford, Mantle Manufacturer Greenwich Pet July 23 Ord July 23

VERTEGANS, RICHARD HARTLAND, Birmingham, Nurseryman Birmingham Pet July 23 Ord July 23

VOSGNERCHIAN, HOVHANNES KEVORK, Manchester, Merchant Manchester Pet May 4 Ord May 23

WORMAN, A E, Bristol Baker Bristol Pet July 10 Ord July 23

WORSLEY, THOMAS, Bury, Coal Dealer Bolton Pet July 25 Ord July 25

YOULTON, GEORGE EDWIN, Torquay, Grocer Exeter Pet July 23 Ord July 23

FIRST MEETINGS.

ADKINS, WILLIAM, Kidderminster, Upholsterer Aug 3 at 2 Lion Hotel, Kidderminster

ANCHOR, WILLIAM ALBERT, Stoney Stratford, Clothier Aug 4 at 12.30 County Court bldgs, Northampton

BERRINGTON, FREDERICK GEORGE, Loughborough, Baker Aug 3 at 3.30 Off Rec, 1, Berridge st, Leicester

BOULTER, THOMAS, Leicester, Publican Aug 3 at 12.30 Off Rec, 1, Berridge st, Leicester

BREWARD, RICHARD, Melton Mowbray, Coal Dealer Aug 13 at 3 Off Rec, 1, Berridge st, Leicester

BROOKES, JOHN, Lymm, Farmer Sept 7 at 11.15 Court house, Upper Bank st, Warrington

BURR, JAMES MARTIN, Berwick, Baker Aug 4 at 11 Off Rec, Pink lane, Newcastle on Tyne

BUTT, ARTHUR, and GEORGE NESS, Boscombe, Plumbers Aug 3 at 12.30 South Western Hotel, Bournemouth

CAINER, MYER, Leeds, Pawnbroker Aug 3 at 12 Off Rec, 22, Park row, Leeds

CARLETON, JOSEPH SCHOLLICK, Newcastle on Tyne, Bookseller Aug 4 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

CARTER, JOHN ATKINSON, Barrow in Furness, Plumber Aug 3 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

DARK, THOMAS, Cross Keys, Mon, Grocer Aug 3 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon

DAVIES, DAVID EVAN, Newport, Mon, Merchant Aug 3 at 11 Off Rec, Gloucester Bank chmbrs, Newport, Mon

DUGDALE, STEPHEN, Manchester, Salesman Aug 7 at 3 Ogden's chmbrs, Bridge st, Manchester

DUNN, JOHN, Gt Driffield, Timber Merchant Aug 4 at 10.30 Off Rec, Trinity House lane, Hull

FENSON, JOHN, Chiswick, Builder Aug 7 at 11 Off Rec, 95, Temple chmbrs, Temple avenue

GOULD, HENRY, Manchester, Physician Aug 7 at 3.30 Ogden's chmbrs, Bridge st, Manchester

HARRIS, WILLIAM, Woolwich, Builder Aug 3 at 12 24, Railway app, London Bridge

HART, MICHAEL, Lower Tottenham, late Licensed Victualler Aug 7 at 3 Off Rec, 95, Temple chambers, Temple avenue

HERSON, HENRY, and GEORGE COWHERD, Kendal, Corn Merchants Aug 4 at 11 120, Highgate, Kendal

HENSHAW, GEORGE BRYAN, Rock Ferry, Book Keeper Aug 8 at 3 Off Rec, 35, Victoria st, Liverpool

HILL, RICHARD, West Norwood, Grocer Aug 3 at 2.30 Bankruptcy bldgs, Carey st

HODSON, FREDERICK THOMAS, Leicester, Tailor Aug 3 at 11.15 Off Rec, Gloucester Bank chmbrs, Newport, Mon

HUNT, ALFRED JOHN, Newport, Mon, Brassfounder Aug 3 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon

INGLE, JOSEPH, Sheffield, Fish Dealer Aug 3 at 3 Off Rec, Figtree lane, Sheffield

JOHNSTON, JAMES, Bradford, Cabinet Maker Aug 4 at 10.30 Off Rec, 31, Manor row, Bradford

KING, CHARLES HENRY, Walton, Bucks, Farmer Aug 4 at 1.15 County Court bldgs, Northampton

LANE, FREDERICK BOWYER BOWYER, Pall Mall Aug 9 at 11 Bankruptcy bldgs, Carey st

MAYBERG, MARY, Upper Montague st, Widow Aug 7 at 11 Bankruptcy bldgs, Carey st

PAGE, JAMES BANKS, Husbands Bosworth, Corn Merchant Aug 9 at 12.30 Off Rec, 1, Berridge st, Leicester

PEACE, ISAAC, Bramley, Leeds, Grocer Aug 7 at 11 Off Rec, 22, Park row, Leeds

PEARSE, WILLIAM, Guilden Morden, Publican Aug 8 at 12 Off Rec, 5, Petty Cury, Cambridge

PHILLIPS, FRED, Pinner, Stockbroker Aug 4 at 11 Off Rec, 95, Temple chmbrs, Temple avenue

POOLE, GEORGE, Sheffield, Canvasser Aug 3 at 3.30 Off Rec, Figtree lane, Sheffield

RAMSBOTTOM, FRANCIS, Bury, Loom Overlooker Aug 3 at 11 16, Wood st, Bolton

REDMAN, JOSEPH MILNER, Holloway rd, Clerk Aug 7 at 2.30 Bankruptcy bldgs, Carey st

ROBINSON, MARTHA MARY WATSON, Bradford, Widow Aug 4 at 11 Off Rec, 31, Manor row Bradford

ROSSITER, WILLIAM, Mansfield, Miner Aug 3 at 10 Off Rec, St Peter's Church walk, Nottingham

SENIOR, SAMUEL, Earlsheaton, Rug Manufacturer Aug 3 at 2.30 Off Rec, Bank chmbrs, Batley

SMITH, JOHN, Keighley, Hairdresser Aug 3 at 3 Off Rec, 31, Manor row, Bradford

SMITH, PETER, Sale, Builder Aug 10 at 3 Ogden's chmbrs, Bridge st, Manchester

STOTESBURY, S E, Westcombe Park, Kent, Packing Case Maker Aug 3 at 11.30 24, Railway app, London Bridge

WALKER, BERNARD, Chester, Draper Aug 3 at 12 Crypt chmbrs, Chester

WHITE, JOSEPH, Ulverston, Ironmonger Aug 7 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

WILLIAMS, ALFRED NICHOLAS, Aberavra, Grocer Aug 3 at 11.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon

WRIGHT, WALTER, Chelmsford, Druggist Aug 7 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

WYATT, JAMES ARTHUR, Bournemouth, Coal Merchant Aug 3 at 11.45 South Western Hotel, Bournemouth

YOULTON, GEORGE EDWIN, Torquay, Grocer Aug 3 at 3 Off Rec, 13, Bedford circus, Exeter

The following amended notice is substituted for that published in the London Gazette of July 24:—

CROSSLEY, AARON, Birstall, Accountant July 31 at 11.30 Off Rec, Bank chmbrs, Batley

ADJUDICATIONS.

ANDERSON, FREDERICK, Woolaston, Innkeeper Newport, Mon Pet July 23 Ord July 23

APPLEYARD, JOSEPH THOMAS, Birmingham, Accountant Clerk Birmingham Pet July 20 Ord July 25

ASTON, THOMAS RICHARD, and THOMAS EDWARD ASTON, Birmingham, Rule Manufacturers Birmingham Pet July 7 Ord July 19

BERNSTEIN, FELIX, Hatton Garden, Merchant High Court Pet July 25 Ord July 25

BLACKWELL, FREDERICK, Reading, Bookseller Reading Pet June 19 Ord July 20

BREWARD, RICHARD, Melton Mowbray, Coal Dealer Leicester Pet July 23 Ord July 24

CARLETON, JOSEPH SCHOLLICK, Newcastle on Tyne, Bookseller Newcastle on Tyne Pet July 3 Ord July 23

CROSSLEY, JOHN, Burnley, Painter Burnley Pet July 25 Ord July 25

CURTIS, CHARLES, Newton Abbot, Toy Dealer Exeter Pet July 23 Ord July 24

DAVIES, JOHN, Llansamlet, Haulier Neath Pet July 23 Ord July 23

DUNN, JOHN, Gt Driffield, Timber Merchant Kingston upon Hull Pet July 6 Ord July 25

ENGELAND, JUSTUS, Peckham, Baker High Court Pet July 24 Ord July 23

FLEW, JOHN PEARCE, West Kensington, Builder High Court Pet April 19 Ord July 20

GATENBY, JOHN, Middlesborough, Beer Retailer Stockton on Tees Pet July 24 Ord July 24

GILL, F, jun, Builder High Court Pet May 18 Ord July 20

GODFREY, PETER, Leeds, Commission Agent Leeds Pet July 21 Ord July 21

GREEN, ALFRED, Bournemouth, Grocer's Assistant Poole Pet July 24 Ord July 24

GREEN, JOHN, Witton le Wear, Horse Dealer Durham Pet July 24 Ord July 24

HALES, GEORGE, Gt Yarmouth, Beerhouse Keeper Gt Yarmouth Pet July 23 Ord July 23

HOOPER, JOHN, Plymouth, Accountant Plymouth Pet July 25 Ord July 25

HUMPHREYS, JOHN WATKIN, Wrexham, Fruiterer Liverpool Pet July 19 Ord July 24

JONES, WILLIAM FREDERICK, Brecon, Saddler Merthyr Tydfil Pet July 23 Ord July 23

JORDAN, THOMAS, Mansion House, Engineer High Court Pet March 2 Ord July 20

KAY, GEORGE, Bolton, Provision Dealer Bolton Pet July 25 Ord July 25

LEE, FREDERICK, Pimlico, Pensioner High Court Pet July 24 Ord July 24

LEWIS, ALFRED, Hereford, Confectioner Hereford Pet July 25 Ord July 25

LODWIG, THOMAS, Swansea, Plumber Swansea Pet July 23 Ord July 23

LOVEGROVE, LOUISA, Bath, Lodging house Keeper Bath Pet July 23 Ord July 23

MARTIN, WILLIAM, Haltwhistle, Builder Carlisle Pet July 24 Ord July 24

MERCER, FREDERIC, Kingston upon Hull, Physician Kingston upon Hull Pet July 24 Ord July 24

MILLER, GEORGE SAMUEL, Nunhead, Baker High Court Pet July 24 Ord July 24

NARUNSKY, MORRIS, Leeds, Boot Maker Leeds Pet July 23 Ord July 23

OLIVER, EDWARD PERCIVAL, Great Sutton st, Electrical Engineer High Court Pet June 15 Ord July 23

PAGE, JAMES BANKS, Husbands Bosworth, Corn Merchant Leicester Pet July 24 Ord July 24

PARRY, WILLIAM ARVON, Liverpool, Decorator Liverpool Pet July 16 Ord July 23

PEARSE, WILLIAM, Guilden Morden, Publican Cambridge Pet July 24 Ord July 24

PETHERICK, EDWARD AUGUSTUS, Paternoster row, Bookseller High Court Pet July 18 Ord July 20

PLUCKROSE, GEORGE, Westbourne pk, Builder High Court Pet Jan 6 Ord July 21
RAMSBOTTOM, FRANCIS, Bury, Loom Overlooker Bolton Pet July 23 Ord July 23
REDMAN, JOSEPH MILNER, Holloway rd, Clerk High Court Pet July 23 Ord July 23
RICE, WILLIAM, Swansea, Tailor Swansea Pet July 16 Ord July 23
SAUNDERS, HENRY BANYARD, Liverpool, Company Director Liverpool Pet July 25 Ord July 29
SAUNDERS, THOMAS, Neath, Glam, Labourer Neath Pet July 23 Ord July 23
SHIPTON, THOMAS HENRY, Sydenham, Commercial Traveller Greenwich Pet July 21 Ord July 21
SIMONS, MARION FLORENCE, Birmingham, Mantle Maker Birmingham Pet June 6 Ord July 21
SMITH, JOHN HENRY, Oldham, Engineer Oldham Pet July 25 Ord July 25
TEINMAN, MARK, Leeds, Slipper Maker Leeds Pet July 25 Ord July 25
TRIGG, JOHN, Deptford, Mantle Manufacturer Greenwich Pet July 21 Ord July 23
VOSGNERCHIAN, HOVHANNES KEVORK, Manchester, Merchant Manchester Pet May 4 Ord July 21
WORSLEY, THOMAS, Bury, Coal Dealer Bolton Pet July 25 Ord July 25
YOULTON, GEORGE EDWIN, Torquay, Grocer Exeter Pet July 26 Ord July 23

London Gazette.—TUESDAY, July 31.

RECEIVING ORDERS.

BEAMAN, THOMAS, Sheffield, Cabinet Maker Sheffield Pet July 27 Ord July 27
BRIDGWATER, CHARLES HENRY, West Bromwich, Butcher West Bromwich Pet July 26 Ord July 26
CHIFFERS, JOB, Paul, Cornwall, Fish Buyer Truro Pet July 27 Ord July 27
CLEGG, EDMUND, Rochdale, General Dealer Rochdale Pet July 9 Ord July 27
DAWSON, JOSE H, Bradford, Wool Dealer Bradford Pet July 19 Ord July 27
DEAN, THOMAS, Bilston, Baker Wolverhampton Pet July 26 Ord July 26
EARLE, STANLEY GEORGE, Landport, Decorator Portsmouth Pet July 27 Ord July 27
FLETCHER, W, Leeds, Commission Agent Leeds Pet July 7 Ord July 26
GUPPY, EDWARD JENKINS, Frome, Innkeeper Wells Pet July 27 Ord July 27
HAGUE, JOHN CAMPBELL, York, Tripe Dresser York Pet July 25 Ord July 25
HEAPS, THOMAS, Old Jewry, Auctioneer High Court Pet July 7 Ord July 27
HOGBEN, WALTER STEPHEN, Folkestone, Baker Canterbury Pet July 27 Ord July 27
IVORY, JAMES H, Adelphi High Court Pet May 19 Ord July 27
JONES, JOHN, Abererch, Farmer Portmadoc Pet July 27 Ord July 27
KING, ALFRED ERNEST EDWARD, Bournemouth, General Dealer Poole Pet July 27 Ord July 27
MARSHALL, WILLIAM, Willesden Green, Boot Dealer High Court Pet June 27 Ord July 25
MAYBURY, HERBERT, Crewe, Builder Nantwich Pet July 27 Ord July 27
MUDD, ALBERT CUPPER, Stoke by Nayland, Farmer Ipswich Pet July 24 Ord July 24
PARRY, ROBERT IVOR, Pwllheli, Solicitor Portmadoc Pet July 16 Ord July 27
PRICE, THOMAS, Garnant, Butcher Carmarthen Pet July 27 Ord July 27
PUTLEY, HARRY, Builth, Jeweller Newtown Pet July 26 Ord July 26
RALPH, JAMES, jun, Landport, Butcher Portsmouth Pet July 16 Ord July 27
ROBERTS, ARTHUR HERBERT, Palmerston bldgs, Accountant High Court Pet July 7 Ord July 26
RUSTERHOLZ, JULES, Hotel Proprietor High Court Pet June 25 Ord July 26
SCOTT, FRANCIS WILLIAM, Upton lane, Builder High Court Pet June 30 Ord July 26
SCOTT, THOMAS COCK, Newcastle on Tyne, Yeast Importer Newcastle on Tyne Pet July 26 Ord July 26
SHILLING, ALFRED, Lowestoft, Smackowner Gt Yarmouth Pet July 27 Ord July 27
SIMONS, HENRY, Swansea, Grocer Swansea Pet July 25 Ord July 25
SPENCER, WILLIAM, Liverpool, Newsagent Macclesfield Pet July 26 Ord July 26
SWALES, H, Surbiton, Hairdresser High Court Pet April 6 Ord July 26
TOWLER, DAVID, Liverpool, Patentee Sheffield Pet July 26 Ord July 26
TULLY, GILBERT, Ilminster, Farmer Taunton Pet July 27 Ord July 27
WICKHAM, MARY MARCHANT, Uckfield High Court Pet June 13 Ord July 26
WISTERINGHAM, GEORGE, Netley, Hants, Engineer Southampton Pet July 10 Ord July 26
WRIGHT, JOHN THOMAS, St Enogat, France, Major High Court Pet June 25 Ord July 26

FIRST MEETINGS.

ALDERSON, ALICE, Tunbridge Wells Aug 8 at 11.30 24, Railway approach, London Bridge
ANDERSON, FREDERICK, Woolaston, Innkeeper Aug 8 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
BIRKETT, EDWARD, Regent st, Esq Aug 9 at 2.30 Bankruptcy bldgs, Carey st
CHAPMAN, WILLIAM HENRY, Pontypridd, Joiner Aug 20 at 11 Off Rec, 29, Queen st, Cardiff
COLLARD, CLIFFORD WATTS, Bristol, Butcher Aug 8 at 1.15 Off Rec, Bank chmbrs, Corn st, Bristol
COOPER, WILLIAM, Stoke upon Trent, Brick Manufacturer Aug 13 at 2.30 North Stafford Hotel, Stoke upon Trent
CURTIS, CHARLES, Newton Abbot, Toy Dealer Aug 17 at 10 Off Rec, 13, Bedford circus, Exeter
FOSTER, JOHN MAYNE, Ibstock, Draper Aug 10 at 12.30 Off Rec, 1, Berridge st, Leicester
FRIEDHEIM, ROBERT CHARLES LOUIS, Abchurch lane, Mercantile Enquiry Agent Aug 8 at 2.30 Bankruptcy bldgs, Carey st
GATENBY, ROBERT, Middlesborough, Fruiterer Aug 8 at 3 Off Rec, 8, Albert rd, Middlesborough
GODWIN, ALFRED, West Shefford, Farmer Aug 8 at 2 Mr Dreweatt, Auctioneer, Newbury
GRANT, RICHARD, Bristol, Iron Dealer Aug 8 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
HAGUE, JOHN CAMPBELL, York, Tripe Dresser Aug 8 at 12.30 Off Rec, 28, Stonegate, York
HILL, HENRY CHARLES, Woolwich, Publican Aug 8 at 12 24, Railway app, London Bridge
HOOPER, JOHN, Plymouth, Accountant Aug 8 at 11 10, Athenæum ter, Plymouth
JAMES, EVAN, Swansea, General Dealer Aug 8 at 12 Off Rec, 31, Alexandra rd, Swansea
JAMES, GEORGE, Ebbw Vale, Mon, Labourer Aug 8 at 3 Off Rec, 65, High st, Merthyr Tydfil
JERRARD, FRANCIS, Bedford st, Barrister at Law Aug 8 at 11 Bankruptcy bldgs, Carey st
KAY, GEORGE, Tonge-with-Haulgh, Lancs, Provision Dealer Aug 7 at 11 16, Wood st, Bolton
LEWIS, EDWARD DILLON, Richmond, Solicitor Aug 7 at 11.30 24, Railway app, London Bridge
LODWIG, THOMAS, Swansea, Plumber Aug 8 at 12.30 Off Rec, 31, Alexandra rd, Swansea
LONES, ALBERT EDWARD, Stourbridge, Professional Cricketer Aug 7 at 2.15 Talbot Hotel, Stourbridge
LOVEGROVE, LOUISA, Bath, Lodging house Keeper Aug 8 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
MARTIN, WILLIAM, Haltwhistle, Builder Aug 8 at 3 12, Lonsdale st, Carlisle
MERCER, FREDERIC, Kingston upon Hull, Physician Aug 8 at 11 Off Rec, Trinity House lane, Hull
MUDD, ALBERT CUPPER, Stoke by Nayland, Farmer Aug 7 at 12.15 36, Princes st, Ipswich
NARUNSKY, MORRIS, Leeds, Boot Manufacturer Aug 8 at 11 Off Rec, 22, Park row, Leeds
PLIMLEY, CHARLES, Stourbridge, Staffs, Innkeeper Aug 7 at 2 Talbot Hotel, Stourbridge
REES, WILLIAM, Merthyr Tydfil, Stocking Dealer Aug 8 at 12 Off Rec, 65, High st, Merthyr Tydfil
ROBERTSON, F M, Fulham Aug 9 at 2.30 Bankruptcy bldgs, Carey st
RUSSOM, THOMAS, Leeds, Furniture Dealer Aug 8 at 12 Off Rec, 22, Park row, Leeds
SIMPKIN, RUSTON, Wrelton, Yorks, Innkeeper Aug 8 at 11.30 Off Rec, 74, Newborough st, Scarborough
STEVENS, GEORGE, Kensal Green Aug 9 at 12 Bankruptcy bldgs, Carey st
TRIEBNER, FREDERICK CHARLES, Tottenham, Commission Agent Aug 13 at 11 Bankruptcy bldgs, Carey st
TURNER, ROBERT, Settle, Tailor Aug 7 at 11 Off Rec, 31, Manor row, Bradford
WAINWRIGHT, SAMUEL WESLEY, Shepherd's Bush, Tobacconist Aug 9 at 11 Bankruptcy bldgs, Carey st
WESTWOOD, BENJAMIN WILLIAM, Handsworth, Gent Aug 8 at 11 23, Colmore row, Birmingham
WHITEHEAD, HENRY, Islington, Licensed Victualler Aug 13 at 12 Bankruptcy bldgs, Carey st
WISTERINGHAM, GEORGE, Netley, Engineer Aug 14 at 12 Off Rec, 4, East st, Southampton
WORMAN, A E, Fishponds, Baker Aug 8 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
WORSLEY, THOMAS, Bury, Coaldealer Aug 8 at 11 14, Market st, Bury

The following amended notice is substituted for that published in the London Gazette of the 27th July:—

DAVIES, DAVID EVAN, Newport, Mon, Merchant Aug 8 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon

ADJUDICATIONS.

BARR, JOHN, Liverpool, Grocer Liverpool Pet June 30 Ord July 28
BEAMAN, THOMAS, Sheffield, Cabinet Maker Sheffield Pet July 27 Ord July 27
BRIDGWATER, CHARLES HENRY, West Bromwich, Butcher West Bromwich Pet July 26 Ord July 26
BRYCE, WILLIAM, Bolton, Builder Bolton Pet June 25 Ord July 26
BUTT, ARTHUR, and GEORGE NESS, Boscombe, Plumbers Poole Pet July 26 Ord July 27
CHIFFERS, JOB, Newlyn Paul, Cornwall, Fish Buyer Truro Pet July 26 Ord July 27
CHRISTOPHERS, HERBERT ST CLAIR, Earl's Court, Stockbroker High Court Pet Nov 3 Ord July 24
COOPER, CLAUD HAMMOND, and HARRY COURTIN COOPER, Walsall, Licensed Victuallers Walsall Pet July 14 Ord July 27
CUNNAH, HUGH LUPUS, and ARTHUR OCTAVIUS WRIGHT, Gracechurch st, Merchants High Court Pet June 13 Ord July 28
DAVIES, FREDERIC ARTHUR, ROBERT HENRY WHITWORTH, and CHARLES PERCY HARRY PEARCE, Queen Victoria st, Merchants High Court Pet July 2 Ord July 27
DAWSON, JOSEPH, Bradford, Wool Dealer Bradford Pet July 19 Ord July 28
DELABOQUE, EMILE, Regent st, Optician High Court Pet May 11 Ord July 18
DOWNES, JOHN, Tyburn, Brewer Birmingham Pet June 21 Ord July 25
EARLE, STANLEY GEORGE, Landport, Decorator Portsmouth Pet July 27 Ord July 27
EVANS, ALBERT CHARLES, and HORACE GUSTAVUS RODDA, East Greenwich, Timber Merchants Greenwich Pet May 15 Ord July 27
GRANT, RICHARD, Bristol, Iron Dealer Bristol Pet July 21 Ord July 27
GUPPY, EDWARD JENKINS, Frome, Innkeeper Wells Pet July 27 Ord July 27
HAGUE, JOHN CAMPBELL, York, Tripe Dresser York Pet July 25 Ord July 25
HALL, LAWRENCE ARTHUR, Portland pl High Court Pet June 7 Ord July 26
HARRIS, WILLIAM, Woolwich, Builder Greenwich Pet May 23 Ord July 27
HENSHAW, GEORGE BRYAN, Rock Ferry, Book keeper Liverpool Pet July 6 Ord July 25
HOGBEN, WALTER STEPHEN, Folkestone, Baker Canterbury Pet July 26 Ord July 27
JACKSON, JOHN ATKINSON, Bedford, Milliner Bedford Pet July 5 Ord July 25
LITTLEWOOD, W B GURNEY, Old Broad st, Company Promoter High Court Pet June 1 Ord July 24
MAYBURY, HERBERT, Crewe, Builder Nantwich Pet July 27 Ord July 27
MELDRUM, FRANK ARTHUR, Manchester, China Dealer Manchester Pet July 10 Ord July 26
MUDD, ALBERT CUPPER, Stoke by Nayland, Farmer Ipswich Pet July 23 Ord July 24
PRICE, THOMAS, Garnant, Butcher Carmarthen Pet July 27 Ord July 27
PUTLEY, HARRY, Builth, Jeweller Newtown Pet July 26 Ord July 26
SCOTT, THOMAS COCK, Newcastle on Tyne, Yeast Importer Newcastle on Tyne Pet July 26 Ord July 26
SHILLING, ALFRED, Lowestoft, Smackowner Gt Yarmouth Pet July 26 Ord July 27
SIMONS, HENRY, Swansea, Grocer Swansea Pet July 25 Ord July 25
SMITH, JOHN, Keighley, Hairdresser Bradford Pet July 20 Ord July 28
SPENCER, WILLIAM, Liverpool, Newsagent Macclesfield Pet July 25 Ord July 26
STINTON, GEORGE, Hereford, Shoe Dealer Hereford Pet July 10 Ord July 26
STOTESBURY, S E, Westcombe Park Greenwich Pet June 12 Ord July 27
TOWLER, DAVID, Liverpool, Patentee Sheffield Pet July 26 Ord July 26
TULLY, GILBERT, Ilminster, Farmer Taunton Pet July 27 Ord July 27
VERTEGANS, RICHARD HARTLAND, Birmingham, Nurseryman Birmingham Pet July 23 Ord July 27
WAYMOUTH, HENRY, Antwerp High Court Pet March 21 Ord July 24
WESTWOOD, BENJAMIN WILLIAM, Handsworth, Gent Birmingham Pet June 20 Ord July 25
WYATT, JAMES ARTHUR, Bournemouth, Hay Merchant Poole Pet July 16 Ord July 27

ADJUDICATION ANNULLED.

JARVIS, JOHN, Bury St Edmunds, no occupation Bury St Edmunds Adjud May 4 Annul July 17

SALES OF ENSUING WEEK.

Aug. 8.—MR. GEORGE FUTVOYE FRANCIS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, July 28, p. 4).

Aug. 9.—Messrs. STIMSON & SONS, at the Mart, E.C., at 2 o'clock, Leasehold Ground-Rents (see advertisement, this week, p. 4).

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage,* 52*s.* WEEKLY REPORTER, *in wrapper,* 36*s.*; *by Post,* 28*s.* SOLICITORS' JOURNAL, 26*s.* 0*d.*; *by Post,* 28*s.* 0*d. Volumes bound at the office—cloth,* 2*s.* 9*d.*, *half law calf,* 5*s.* 6*d.*

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.